

SERFF Tracking Number: GARD-128140946 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number:  
Company Tracking Number:  
TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.002A Dread Disease - Cancer Only  
Product Name: 9545AR  
Project Name/Number: /

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: 9545AR SERFF Tr Num: GARD-128140946 State: Arkansas  
TOI: H07G Group Health - Specified Disease - Limited Benefit SERFF Status: Closed-Approved- Closed State Tr Num:  
Sub-TOI: H07G.002A Dread Disease - Cancer Only Co Tr Num: State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Rosalind Minor  
Authors: Diane Pappas, Victoria Arama, Marilyn Young Disposition Date: 05/31/2012  
Date Submitted: 05/30/2012 Disposition Status: Approved-Closed  
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Employer Overall Rate Impact:  
Filing Status Changed: 05/31/2012  
State Status Changed: 05/31/2012 Deemer Date:  
Created By: Victoria Arama Submitted By: Diane Pappas  
Corresponding Filing Tracking Number:  
Filing Description:  
The attached forms are being submitted for review and approval by your Department. These forms are new and do not replace any forms previously approved by your Department.  
These forms will be used with our group policy insert form GP-1 et al and with our group certificate insert form CGP-3 et al, currently on file with your Department. The certificate forms reflect the policy forms. These new forms provide benefits for a group cancer insurance coverage. We are also submitting the following optional rider:

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Forms GP-1-A-CAN-IDB-12 and CGP-3-A-CAN-IDB-12 that provides a benefit when a covered person is first diagnosed with internal cancer.

The attached forms will be used with our group master application form CMA2007 currently on file with your Department, and with any successor enrollment forms and application forms that may be approved by your Department. A copy of the approval notice for forms CMA2007 is attached for your convenience. The attached forms will be used with our group enrollment form CEF2011 which is being submitted under a separate filing.

The group cancer insurance coverage includes a portability option to allow a covered person to continue their existing group cancer insurance coverage when they leave the group plan. Portability coverage is provided under the Group Conversion and Portability Trust Policy issued in the state of Rhode Island. This policy references "Group Conversion" because it is also used for a non-statutory Long Term Disability Insurance conversion option when a covered person ends their insurance under their employer's plan. This conversion is not part of this portability option.

A covered person electing to port their coverage will be issued a Portability Certificate of Coverage.

We are submitting the following for informational purposes:

Group Conversion and Portability Trust Policy, Forms GCPT-95-1 through GCPT-95-5 that describe the terms and conditions of this group policy.

Certificate Form PC-CAN-12 which provides evidence of coverage for covered persons who have exercised the portability option. Also included is Certificate Rider Form PC-A-CAN-IDB-12 which provides the optional benefit that a covered person elected under the plan for which the person is porting.

We are also submitting the following administrative forms for use with the portability option:

Cancer Insurance Election of Portability Coverage Form GG-016350. This form will be completed by a covered person who terminates employment with a Group Planholder, or if available, a surviving spouse who loses coverage under the Group Plan, and elects to port their Cancer Insurance.

Cancer Insurance Portability Coverage Premium Notice Form GG-016351. This form provides a notice of premium used for a covered person who terminates employment with a Group Planholder, or if available, a surviving spouse who loses coverage under the Group Plan, and elects to port their Cancer Insurance.

Variable language is indicated and numbered to correspond with the explanations in the attached memorandum.

The forms in this submission were developed using simplified language. Each form has a Flesch reading ease test score of at least 40. The forms were computer scored. The certification of readability scores required by your jurisdiction is attached. Also is a listing of forms.

Since the new forms were developed for use in your jurisdiction, they will not be filed with our domiciliary state, New York, until they are approved by your Department.

Your early consideration of this submission will be greatly appreciated.

State Narrative:

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## Company and Contact

### Filing Contact Information

Victoria Arama, State Filing Support  
Coordinator

7 Hanover Square 212-598-7971 [Phone]  
New York, NY 10004 212-919-3339 [FAX]

### Filing Company Information

The Guardian Life Insurance Company of America CoCode: 64246 State of Domicile: New York

7 Hanover Square Group Code: 429 Company Type: Life  
New York, NY 10004 Group Name: State ID Number:  
(212) 598-8704 ext. [Phone] FEIN Number: 13-5123390

## Filing Fees

Fee Required? Yes  
Fee Amount: \$900.00  
Retaliatory? No  
Fee Explanation: \$50 per form x 18 forms  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$900.00	05/30/2012	59498365

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Limited Benefit  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/31/2012	05/31/2012

*SERFF Tracking Number:*      *GARD-128140946*      *State:*      *Arkansas*  
*Filing Company:*      *The Guardian Life Insurance Company of*      *State Tracking Number:*  
   *America*  
*Company Tracking Number:*  
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   *Limited Benefit*  
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## **Disposition**

Disposition Date: 05/31/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Var. memos.	Approved-Closed	Yes
Supporting Document	Informational Portability forms	Approved-Closed	Yes
Form	CANCER COVERAGE	Approved-Closed	Yes
Form	CANCER COVERAGE	Approved-Closed	Yes
Form	Benefits	Approved-Closed	Yes
Form	Benefits	Approved-Closed	Yes
Form	DEFINITIONS	Approved-Closed	Yes
Form	DEFINITIONS	Approved-Closed	Yes
Form	LIMITATIONS	Approved-Closed	Yes
Form	LIMITATIONS	Approved-Closed	Yes
Form	EXCLUSIONS	Approved-Closed	Yes
Form	EXCLUSIONS	Approved-Closed	Yes
Form	PORTABILITY PRIVILEGE	Approved-Closed	Yes
Form	PORTABILITY PRIVILEGE	Approved-Closed	Yes
Form	Waiver of Premium	Approved-Closed	Yes
Form	Waiver of Premium	Approved-Closed	Yes
Form	Policy rider	Approved-Closed	Yes
Form	Certificate amendment	Approved-Closed	Yes
Form	Cancer InsuranceElection of Portability Coverag	Approved-Closed	Yes
Form	Cancer Portability CoveragePremium Notice	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number: GP-1-CAN-IC-12

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
<b>Status</b>							
Approved-Closed 05/31/2012	GP-1-CAN-IC-12	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	CANCER COVERAGE	Initial		0.000	GP-1-CAN-IC-12 _V1, 05-01- 2012_.pdf
Approved-Closed 05/31/2012	CGP-3-CAN-IC-12	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	CANCER COVERAGE	Initial		0.000	CGP-3-CAN-IC-12 _V1, 05-01- 2012_.pdf
Approved-Closed 05/31/2012	GP-1-CAN-BEN-12	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Benefits	Initial		0.000	GP-1-CAN-BEN-12 _V1, 05-01- 2012_.pdf
Approved-Closed 05/31/2012	CGP-3-CAN-BEN-12	Certificate Amendmen t, Insert Page, Endorseme	Benefits	Initial		0.000	CGP-3-CAN-BEN-12 _V1, 05-01- 2012_.pdf

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Approved- Closed 05/31/2012	GP-1-CAN- DEF-12	Policy/Cont DEFINITIONS ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GP-1-CAN- DEF-12 _V1, 05-01- 2012_.pdf
Approved- Closed 05/31/2012	CGP-3- CAN-DEF- 12	Certificate DEFINITIONS Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	CGP-3-CAN- DEF-12 _V1, 05-01- 2012_.pdf
Approved- Closed 05/31/2012	GP-1-CAN- LIMT-12	Policy/Cont LIMITATIONS ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GP-1-CAN- LIMT-12 _V1, 05-01- 2012_.pdf
Approved- Closed 05/31/2012	CGP-3- CAN-LIMT- 12	Certificate LIMITATIONS Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	CGP-3-CAN- LIMT-12 _V1, 04-01- 2012_.pdf
Approved- Closed 05/31/2012	GP-1-CAN- EXC-12	Policy/Cont EXCLUSIONS ract/Fratern al Certificate: Amendmen	Initial	0.000	GP-1-CAN- EXC-12 _V1, 05-01- 2012_.pdf



*State:* *Arkansas*

*State Tracking Number:*

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Approved- Closed	CGP-3- CAN-WP-	Certificate Amendmen	Waiver of Premium	Initial	0.000	CGP-3-CAN- WP-12 V1,
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05/31/2012 12	t, Insert Page, Endorsement or Rider		05-01-2012_.pdf
Approved- GP-1-A- Closed CAN-IDB- 05/31/2012 12	Policy/Cont Policy rider ract/Fraternal Certificate: Amendment t, Insert Page, Endorsement or Rider	Initial	0.000 GP-1-A-CAN-IDB-12 _V1, 05-01-2012_.pdf
Approved- CGP-3-A- Closed CAN-IDB- 05/31/2012 12	Certificate Certificate Amendment amendment t, Insert Page, Endorsement or Rider	Initial	0.000 CGP-3-A-CAN-IDB-12 _V1, 05-01-2012_.pdf
Approved- GG-016350 Closed 05/31/2012	Application/ Cancer Enrollment Insurance Election of Form Portability Coverage	Initial	0.000 GG-016350.pdf
Approved- GG-016351 Closed 05/31/2012	Other Cancer Portability CoveragePremium Notice	Initial	0.000 GG-016351.pdf

## CANCER COVERAGE

**Important Notice:** This is *Cancer* coverage. It provides a limited specified benefit. It is a supplement to, and not a substitute for, medical coverage. Please read this *plan* carefully to fully understand what it covers, limits, and excludes.

Subject to all of this *plan*'s terms, this *plan* will pay the benefits described below if a *covered person* is *diagnosed with cancer* <sup>1</sup>[both] after the date he or she becomes insured by this *plan* <sup>1</sup>[and after the end of the *benefit waiting period*.] This *plan* pays no benefits other than what is specifically listed below. <sup>2</sup>[All services or treatment must be received by the *covered person* while insured by this *plan*.]

<sup>3</sup>[All services or treatment must be received by the covered person within <sup>4</sup>[120 days} of the date his or coverage under this plan ends.]

All terms in *italics* are defined terms with special meanings. See the "Definitions" section of this *plan*. Other terms with special meanings are defined where they are used.

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## CANCER COVERAGE

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Subject to all of this *plan*'s terms, this *plan* will pay the benefits described below if a *covered person* is *diagnosed with cancer* <sup>1</sup>[both] after the date he or she becomes insured by this *plan* <sup>1</sup>[and after the end of the *benefit waiting period*. ] This *plan* pays no benefits other than what is specifically listed below. <sup>2</sup>[All services or treatment must be received by the *covered person* while insured by this *plan*.]

<sup>3</sup>[All services or treatment must be received by the covered person within <sup>4</sup>[120 days] of the date his or coverage under this plan ends.]

All terms in *italics* are defined terms with special meanings. See the "Definitions" section of this *plan*. Other terms with special meanings are defined where they are used.

## Benefits

<sup>1</sup>**[Air Ambulance:** We will pay the amount shown in the schedule of insurance if a licensed professional air ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for internal *cancer* treatment. We limit what we pay to <sup>2</sup>**[two]** one-way trips per *period of hospital confinement*. ]

<sup>1</sup>**[Alternative Care:** We pay the amount shown in the schedule of insurance for alternative care benefits if a *covered person* is *diagnosed* with *internal cancer*. We will require that the *cancer diagnosis* be reconfirmed on a regular basis, either by proof of ongoing treatment, or by a *doctor's* recertification. We limit what we pay each *benefit year* to the number of visits shown in the schedule of insurance for *palliative care* and lifestyle benefits combined. And we limit what we pay for *palliative care* and Lifestyle Benefits combined to two *benefit years* in a *covered person's* lifetime.

1. *Palliative Care Benefit:* We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner* for *bio-feedback* and hypnosis.
2. *Lifestyle Benefit -* We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner* for smoking cessation, yoga, meditation, relaxation techniques and nutritional counseling. ]

<sup>1</sup>**[Ambulance:** We will pay the amount shown in the schedule of insurance if a licensed professional ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for *internal cancer* treatment. We limit what we pay to <sup>2</sup>**[two]** one-way trips per *period of hospital confinement*. ]

<sup>1</sup>**[Anesthesia:** If general anesthesia is provided to a *covered person* in connection with a surgical procedure covered under the Surgical Benefits section, we will pay <sup>3</sup>**[25%]** of the amount shown in the schedule of insurance for the surgical procedure. ]

<sup>1</sup>**[Anti-Nausea Medication:** We will pay the amount shown in the schedule of insurance if a *doctor* prescribes a *covered person* drugs to control nausea related to chemotherapy or radiation for *internal cancer* treatments. We limit what we pay each month to the amount shown in the schedule of insurance. ]

<sup>1</sup>**[Attending Doctor:** We will pay the amount shown in the schedule of insurance if a *covered person* is visited by a *doctor* for the treatment of *internal cancer* while confined in a *hospital*. We don't pay for visits by the operating surgeon. We limit what we pay per *period of hospital confinement* to the number of days shown in the schedule of insurance. ]

<sup>1</sup>**[Blood, Plasma and Platelets:** We will pay the amount shown in the schedule of insurance for each day a *covered person* receives blood, plasma and/or platelets for the treatment of *internal cancer*. We pay whether the blood, plasma and/or platelets is received as an *inpatient* in a *hospital* or as an outpatient in a *doctor's* office, *hospital* or *ambulatory surgical center*. We don't pay for blood, plasma and/or platelets for any other reason, including replacement of blood during surgery. And we limit what we pay in the <sup>4</sup>**[12 months** which starts on the date of the first treatment to the amount shown in the schedule of insurance. ]

<sup>1</sup>**[Bone Marrow and Stem Cells:** We will pay the amount shown in the schedule of insurance if a *covered person* receives a *bone marrow transplant* or *stem cell transplant* to treat *internal cancer*. ]

<sup>1</sup>**[Cancer Screening:** Once per *benefit year*, we will pay the amount in the schedule of insurance if you provide proof satisfactory to us that a *covered person* received at least one of the following tests for *internal cancer*. <sup>5</sup>**[ (1)** (1) bone marrow testing; (2) BRCA testing; (3) breast ultrasound; (4) breast MRI; (5) colonoscopy or virtual colonoscopy; (6) CA 125 test (blood test for ovarian *cancer*); (7) CA 15-3 test (blood test for breast *cancer*); (8) CEA (blood test for colon *cancer*) (9) chest x-ray; (10) CT scans or MRI scans; (11) flexible sigmoidoscopy; (12) hemocult stool specimen (lab confirmed); (13) mammogram; (14) pap smear;; (15) PSA (blood test for prostate *cancer*); (16) Serum Protein Electrophoresis (test for myeloma); (17) testicular ultrasound; (18) thermography; or (19) ThinPrep. ]

We will pay this benefit once per *benefit year* for each *covered person* regardless of whether multiple tests are performed. We will pay this benefit whether or not *cancer* is *diagnosed*. ]

<sup>1</sup>**[Cancer Screening Follow-Up:** Once per *benefit year*, we will pay the amount shown in the schedule of insurance for an additional invasive diagnostic procedure provided to a *covered person*. We will pay this benefit only if the procedure is recommended by a *doctor* as necessary due to the results of the initial *cancer* screening procedure. ]

<sup>1</sup>**[Experimental Treatment:** We pay the amount shown in the schedule of insurance if a *doctor* prescribes experimental treatment for a *covered person* for the purpose of destroying or changing abnormal tissue, and the treatment is administered by medical personnel in a *doctor's office*, *clinic* or *hospital*. All treatment must be *NCI-listed* as viable experimental treatment for *internal cancer*.

We will not pay benefits under this provision for laboratory tests, *immunotherapy*, diagnostic x-rays, and therapeutic devices or other procedures related to the treatments. We will not pay benefits under this provision for the same day the radiation and chemotherapy benefit is payable. However if a *covered person* is eligible for both the experimental treatment benefit and the radiation and chemotherapy benefit on the same day, then we will pay the higher benefit. ]

<sup>1</sup>**[Extended Care Facility/Skilled Nursing Care:** If we pay benefits under this *plan's hospital* confinement section for a *covered person*, and such *covered person* subsequently is confined to an *extended care* or *skilled nursing facility* for the treatment of *internal cancer*, we will pay the amount in the schedule of insurance. The *extended care* or *skilled nursing facility* confinement must start within <sup>6</sup>[30] days of the end of the *hospital* confinement. We limit what we pay each *benefit year* to the number of days shown in the schedule of insurance. ]

<sup>1</sup>**[Government or Charity Hospital:** In lieu of all the other benefits provided by this *plan*, we will pay the amount shown in the schedule of insurance per day when a *covered person* is confined to: (a) a *hospital* operated by or for the U.S. Government (including the Veteran's Administration); or (b) a *hospital* that does not charge for its services (charity). The confinement must be for the treatment of *internal cancer*. ]

<sup>1</sup>**[Home Health Care:** We pay the amount shown in the schedule of insurance if a *covered person* receives home health care or health support services for the treatment of *internal cancer*. We limit what we pay each *benefit year* to the limit shown in the schedule of insurance.

However, these services must start within <sup>8</sup>[seven] days of release from a *hospital*. And the *covered person's doctor* must certify that the *covered person* would need to be *hospital* confined if home health care was not available.

We will pay benefits under this section only if the home health care or health support services providers are licensed or certified and as qualified as caregivers providing comparable services at a *hospital* or other appropriate medical facility. <sup>7</sup>[This benefit will not be paid for any day a benefit is paid under the *hospice* section. If a *covered person* is eligible for both a benefit under the home health care and *hospice* sections on the same day, we will pay the higher amount. ] ]

<sup>1</sup>**[Hormone Therapy:** If a *doctor* prescribes, and a *covered person* receives hormone therapy as a treatment for *internal cancer*, we will pay the amount shown in the schedule of insurance. We limit what we pay to the number of treatments shown in the schedule of insurance each *benefit year*. ]

<sup>1</sup>**[Hospice:** We pay the amount shown in the schedule of insurance per day if a *covered person* receives *hospice* care. We limit what we pay to the number of days shown in the schedule of insurance during the *covered person's* lifetime.

We require that the *covered person's doctor* certify in writing that the *covered person* is terminally ill as a result of *internal cancer*, with a life expectancy of less than <sup>9</sup>[six] months.

<sup>10</sup>[This benefit is not payable on the same day the *extended care facility*, home health care or *hospital* confinement benefit is payable. However, if a *covered person* is eligible for the *extended care facility*, home health care, *hospice* or *hospital* confinement benefit on the same day, we will pay the highest benefit. ] ]

<sup>1</sup>**[Hospital Confinement:** We will pay the amount shown in the schedule of insurance for each day during a *period of hospital confinement* in which a *covered person* is confined in a *hospital* for the treatment of *internal cancer*. ]

<sup>1</sup>**[Intensive Care Unit Confinement:** We will pay the amount shown in the schedule of insurance if a *covered person* is confined in a *hospital's intensive care unit* for the treatment of *internal cancer*. We don't pay for *intensive care unit* confinement and *hospital* confinement on the same day. ]

<sup>1</sup>**[Immunotherapy:** If a *doctor* prescribes *immunotherapy* for a *covered person* as treatment for *internal cancer*, we will pay the amount shown in the schedule of insurance each month. And we limit what we pay in a *covered person's* lifetime to the amount shown in the schedule of insurance.

<sup>10</sup>[We will not pay benefits under this provision for the same treatment under this *plan's* radiation or chemotherapy provision or the experimental treatment provision. However, if a *covered person* is eligible for the *immunotherapy*, radiation therapy or chemotherapy and the experimental treatment benefit on the same day, then we will pay the highest benefit. ] ]

<sup>1</sup>[**Inpatient Special Nursing:** While a *covered person* is an *inpatient* being treated for *internal cancer*, we pay the amount shown in the schedule of insurance each day for *inpatient* special nursing if a *covered person* requires full-time nursing care. Full-time means at least <sup>11</sup>[8 ] hours of attendance in a 24 hour period. We limit what we pay each *benefit year* to the number of days shown in the schedule of insurance.

Nursing care must be ordered by a *doctor* for the treatment of *internal cancer*, and must be provided by a licensed registered graduate nurse or licensed practical or vocational nurse. Care can't be provided by a *family member*. ]

<sup>1</sup>[**Medical Imaging:** We will pay the amount shown in the schedule of insurance if a *covered person* receives a medical imaging procedure related to a *diagnosed internal cancer*. We limit what we pay each *benefit year* to the number of images shown in the schedule of insurance. ]

<sup>1</sup>[**Outpatient and Family Member Lodging:** We pay the amount in the schedule of insurance per day for lodging as described below. We limit what we pay for lodging to the number of days shown in the schedule of insurance.

We pay a daily lodging benefit when a *covered person* stay in a hotel, motel or other commercial accommodation in conjunction with receiving treatment of *internal cancer*. Such treatment must be ordered by a *doctor* and must not be able to be obtained locally. Lodging must occur more than <sup>12</sup>[50] miles from the *covered person's* home.

We pay a daily lodging benefit for one adult *family member* who stays in a hotel, motel or other commercial accommodation in order to be near the *covered person* while confined in a *hospital* for *internal cancer* treatment. The *hospital* must be at least <sup>12</sup>[50] miles from the *covered person's* home.

We don't pay for any day that a stay begins more than <sup>13</sup>[24] hours prior to treatment or more than <sup>13</sup>[24] hours after treatment. ]

<sup>1</sup>[**Outpatient or Ambulatory Surgical Center:** We will pay the amount shown in the schedule of insurance when a *covered person* uses an outpatient or *ambulatory surgical center* for a surgical procedure covered under this *plan's* surgical benefits section. We limit what we pay to <sup>14</sup>[three] days per surgical procedure. ]

<sup>1</sup>[**Physical or Speech Therapy:** We will pay the amount shown in the schedule of insurance for physical or speech therapy provided to a *covered person* for restoration of normal body function following treatment of *internal cancer*. Such therapy must be provided by a licensed or certified physical or speech therapist.

We limit what we pay combined for physical and speech therapy to the number of visits per month shown in the schedule of insurance. We limit what we pay for physical and speech therapy combined to the lifetime limit shown in the schedule of insurance. ]

<sup>1</sup>[**Prosthetic Devices:** We will pay the amount shown in the schedule of insurance for prosthetic devices provided to a *covered person* as a direct result of treatment of *internal cancer*. There are separate amounts shown in the schedule of insurance for surgically implanted prosthetic devices and non-surgically implanted prosthetic devices. We limit what we pay for prosthetic devices in a *covered person's* lifetime to the amounts shown in the schedule of insurance.

Surgically implanted prosthetic devices must be the direct result or consequence of the surgical treatment of *internal cancer*.

The prosthetic device coverage does not include coverage for a Breast Transverse Rectus Abdominis Myocutaneous (TRAM) Flap procedure as listed under the Reconstructive Surgery benefit. ]

<sup>1</sup>[**Radiation Therapy or Chemotherapy:** We will pay the amounts shown in the schedule of insurance if a *covered person* receives radiation therapy or chemotherapy as *internal cancer* treatment for the purpose of changing or destroying abnormal tissue. Such therapy must be administered by medical personnel in a *hospital*, *doctor's office* or *clinic*. Benefits will be paid only for days on which treatment is performed.

Benefits will not be paid for office visits, laboratory tests, diagnostic x-rays, treatment planning, simulation, treatment devices, dosimetry, radiation physics, teletherapy or other treatments related to radiation therapy or chemotherapy treatments. Hormone therapy and *immunotherapy* is not covered under this provision.

Radiation therapy and chemotherapy treatments must be approved for the treatment of cancer by the United States Food and Drug Administration. ]

<sup>1</sup>**[Reconstructive Surgery:** We will pay the amount shown in the schedule of insurance if a *covered person* has reconstructive surgery performed related to the treatment of *internal cancer*. We pay only for the following procedures: <sup>15</sup>[ (a) Breast symmetry (modification of the non-cancerous breast performed within 5 years of reconstructing the cancerous breast); (b) Breast reconstruction; (c) Facial reconstruction; and (d) Breast transverse rectus abdominis myocutaneous (TRAM) flap. ]

Also, we will pay <sup>3</sup>[25%] of the reconstructive surgery amounts shown in the schedule of insurance for general anesthesia used during these procedures. ]

<sup>1</sup>**[Reproductive Benefits:** We pay the amount shown in the insurance for a *covered person* to have oocytes extracted and harvested.

Also, once per *covered person*, we will pay the amount shown in the schedule of insurance for the storage of a *covered person's* oocytes or sperm with a licensed reproductive tissue bank or a similarly licensed facility. Any such extraction, harvesting or storage must occur prior to chemotherapy or radiation treatment that has been prescribed for the *covered person's* treatment of *cancer*.

We limit what we pay in a *covered person's* lifetime for covered reproductive benefits to the amount shown in the schedule of insurance. ]

<sup>1</sup>**[Second Surgical Opinion:** If a *doctor* has diagnosed a *covered person* with *internal cancer* requiring surgery and a *covered person* obtains a second surgical opinion, we will pay the amount shown in the schedule of insurance. However, the second surgical opinion must be from a different *doctor* than the one who recommended the surgery. We limit what we pay to one benefit per surgical procedure. ]

<sup>1</sup>**[Skin Cancer:** We will pay the amount shown in the schedule of insurance if a *doctor* performs any of the following procedures for the purpose of treating diagnosed skin *cancer* in a *covered person*: <sup>16</sup>[ (a) biopsy; (b) reconstructive surgery following previous excision of skin *cancer*; (c) excision of skin *cancer* without flap or graft; or (d) excision of skin *cancer* with flap or graft. ] ]

The amount shown in the schedule of insurance includes the amount payable for anesthesia services. ]

<sup>1</sup>**[Surgical Benefits:** We pay the amount shown in the schedule of insurance if a *doctor* performs one of the procedures shown in the schedule of insurance for the purpose of treating *internal cancer* diagnosed in a *covered person*. <sup>17</sup>[The schedule of insurance for surgical procedures does not apply to surgery for skin *cancer*, which will be covered only under the skin *cancer* section. ] <sup>18</sup>[And the schedule of insurance for surgical procedures does not apply to reconstructive surgery, which is covered only under the reconstructive surgery section. ]

If more than one surgical procedure is performed through the same incision, benefits will be paid for only one procedure based upon the highest eligible benefit. ]

<sup>1</sup>**[Transportation/Companion Transportation:** We pay the amount shown in the schedule of insurance for transportation and companion transportation as follows.

We pay a transportation benefit upon completion of a round trip to transport a *covered person* to a *hospital* or *clinic* for the purpose of *internal cancer* treatment. However the *hospital* or *clinic* must be at least 50 miles from the *covered person's* home. And transportation cannot be by the use of an ambulance or air ambulance.

If commercial travel (coach-class plane, train or bus) is necessary, we will pay for one additional person to accompany the *covered person*. <sup>19</sup>[If treatment is for a covered dependent child, we will pay for up to two adults to accompany the covered dependent child] ]



- <sup>1</sup>[Air Ambulance] We will pay the amount shown in the schedule of insurance if a licensed professional air ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for *internal cancer* treatment. We limit what we pay to <sup>2</sup>[two] one-way trips per *period of hospital confinement*. ]
- <sup>1</sup>[Alternative Care] We pay the amount shown in the schedule of insurance for alternative care benefits if a *covered person* is *diagnosed* with *internal cancer*. We will require that the *cancer diagnosis* be reconfirmed on a regular basis, either by proof of ongoing treatment, or by a *doctor's* recertification. We limit what we pay each *benefit year* to the number of visits shown in the schedule of insurance for *palliative care* and lifestyle benefits combined. And we limit what we pay for *palliative care* and Lifestyle Benefits combined to two *benefit years* in *covered person's* lifetime.
1. *Palliative Care Benefit*: We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner* for *bio-feedback* and hypnosis.
  2. *Lifestyle Benefit* - We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner* for smoking cessation, yoga, meditation, relaxation techniques and nutritional counseling. ]
- <sup>1</sup>[Ambulance] We will pay the amount shown in the schedule of insurance if a licensed professional ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for *internal cancer* treatment. We limit what we pay to <sup>2</sup>[two] one-way trips per *period of hospital confinement*. ]
- <sup>1</sup>[Anesthesia] If general anesthesia is provided to a *covered person* in connection with a surgical procedure covered under the Surgical Benefits section, we will pay <sup>3</sup>[25%] of the amount shown in the schedule of insurance for the surgical procedure. ]
- <sup>1</sup>[Anti-Nausea Medication] We will pay the amount shown in the schedule of insurance if a *doctor* prescribes a *covered person* drugs to control nausea related to chemotherapy or radiation for *internal cancer* treatments. We limit what we pay each month to the amount shown in the schedule of insurance. ]
- <sup>1</sup>[Attending Doctor] We will pay the amount shown in the schedule of insurance if a *covered person* is visited by a *doctor* for the treatment of *internal cancer* while confined in a *hospital*. We don't pay for visits by the operating surgeon. We limit what we pay per *period of hospital confinement* to the number of days shown in the schedule of insurance. ]
- <sup>1</sup>[Blood, Plasma and Platelets] We will pay the amount shown in the schedule of insurance for each day a *covered person* receives blood, plasma and/or platelets for the treatment of *internal cancer*. We pay whether the blood, plasma and/or platelets is received as an *inpatient* in a *hospital* or as an outpatient in a *doctor's* office, *hospital* or *ambulatory surgical center*. We don't pay for blood, plasma and/or platelets for any other reason, including replacement of blood during surgery. And we limit what we pay in the <sup>4</sup>[12 months which starts on the date of the first treatment to the amount shown in the schedule of insurance. ]

- <sup>1</sup>**[Bone Marrow and Stem Cells]** We will pay the amount shown in the schedule of insurance if a *covered person* receives a *bone marrow transplant* or *stem cell transplant* to treat *internal cancer*. ]
- <sup>1</sup>**[Cancer Screening]** Once per *benefit year*, we will pay the amount in the schedule of insurance if you provide *proof* satisfactory to us that a *covered person* received at least one of the following tests for *internal cancer*: <sup>5</sup>[ (1) bone marrow testing; (2) BRCA testing; (3) breast ultrasound; (4) breast MRI; (5) colonoscopy or virtual colonoscopy; (6) CA 125 test (blood test for ovarian cancer); (7) CA 15-3 test (blood test for breast cancer); (8) CEA (blood test for colon cancer) (9) chest x-ray; (10) CT scans or MRI scans; (11) flexible sigmoidoscopy; (12) hemocult stool specimen (lab confirmed); (13) mammogram; (14) pap smear;; (15) PSA (blood test for prostate cancer); (16) Serum Protein Electrophoresis (test for myeloma); (17) testicular ultrasound; (18) thermography; or (19) ThinPrep. ]
- We will pay this benefit once per *benefit year* for each *covered person* regardless of whether multiple tests are performed. We will pay this benefit whether or not *cancer is diagnosed*. ]
- <sup>1</sup>**[Cancer Screening Follow-Up]** Once per *benefit year*, we will pay the amount shown in the schedule of insurance for an additional invasive diagnostic procedure provided to a *covered person*. We will pay this benefit only if the procedure is recommended by a *doctor* as necessary due to the results of the initial *cancer* screening procedure. ]
- <sup>1</sup>**[Experimental Treatment]** We pay the amount shown in the schedule of insurance if a *doctor* prescribes experimental treatment for a *covered person* for the purpose of destroying or changing abnormal tissue, and the treatment is administered by medical personnel in a *doctor's office*, *clinic* or *hospital*. All treatment must be *NCI-listed* as viable experimental treatment for *internal cancer*.
- We will not pay benefits under this provision for laboratory tests, *immunotherapy*, diagnostic x-rays, and therapeutic devices or other procedures related to the treatments. We will not pay benefits under this provision for the same day the radiation and chemotherapy benefit is payable. However if a *covered person* is eligible for both the experimental treatment benefit and the radiation and chemotherapy benefit on the same day, then we will pay the higher benefit. ]
- <sup>1</sup>**[Extended Care Facility/Skilled Nursing Care]** If we pay benefits under this *plan's hospital* confinement section for a *covered person*, and such *covered person* subsequently is confined to an *extended care* or *skilled nursing facility* for the treatment of *internal cancer*, we will pay the amount in the schedule of insurance. The *extended care* or *skilled nursing facility* confinement must start within <sup>6</sup>[30] days of the end of the *hospital* confinement. We limit what we pay each *benefit year* to the number of days shown in the schedule of insurance. ]
- <sup>1</sup>**[Government or Charity Hospital]** In lieu of all the other benefits provided by this *plan*, we will pay the amount shown in the schedule of insurance per day when a *covered person* is confined to: (a) a *hospital* operated by or for the U.S. Government (including the Veteran's Administration); or (b) a *hospital* that does not charge for its services (charity). The confinement must be for the treatment of *internal cancer*. ]
- <sup>1</sup>**[Home Health Care]** We pay the amount shown in the schedule of insurance if a *covered person* receives home health care or health support services for the treatment of *cancer*. We limit what we pay each *benefit year* to the limit shown in the schedule of insurance.
- However, these services must start within <sup>8</sup>[seven] days of release from a *hospital*. And the *covered person's doctor* must certify that the *covered person* would need to be *hospital* confined if home health care was not available.

We will pay benefits under this section only if the home health care or health support services providers are licensed or certified and as qualified as caregivers providing comparable services at a *hospital* or other appropriate medical facility. <sup>7</sup>[This benefit will not be paid for any day a benefit is paid under the *hospice* section. If a *covered person* is eligible for both a benefit under the home health care and *hospice* sections on the same day, we will pay the higher amount. ] ]

<sup>1</sup>[**Hormone Therapy** If a *doctor* prescribes, and a *covered person* receives hormone therapy as a treatment for *internal cancer*, we will pay the amount shown in the schedule of insurance. We limit what we pay to the number of treatments shown in the schedule of insurance each *benefit year*. ]

<sup>1</sup>[**Hospice** We pay the amount shown in the schedule of insurance per day if a *covered person* receives *hospice care*. We limit what we pay to the number of days shown in the schedule of insurance during the *covered person's* lifetime.

We require that the *covered person's doctor* certify in writing that the *covered person* is terminally ill as a result of *internal cancer*, with a life expectancy of less than <sup>9</sup>[six] months.

<sup>10</sup>[This benefit is not payable on the same day the *extended care facility*, *home health care* or *hospital confinement* benefit is payable. However, if a *covered person* is eligible for the *extended care facility*, *home health care*, *hospice* or *hospital confinement* benefit on the same day, we will pay the highest benefit. ] ]

<sup>1</sup>[**Hospital Confinement** We will pay the amount shown in the schedule of insurance for each day during a *period of hospital confinement* in which a *covered person* is confined in a *hospital* for the treatment of *internal cancer*. ]

<sup>1</sup>[**Intensive Care Unit Confinement** We will pay the amount shown in the schedule of insurance if a *covered person* is confined in a *hospital's intensive care unit* for the treatment of *internal cancer*. We don't pay for *intensive care unit confinement* and *hospital confinement* on the same day. ]

<sup>1</sup>[**Immunotherapy** If a *doctor* prescribes immunotherapy for a *covered person* as treatment for *internal cancer*, we will pay the amount shown in the schedule of insurance each month. And we limit what we pay in a *covered person's* lifetime to the amount shown in the schedule of insurance.

<sup>10</sup>[We will not pay benefits under this provision for the same treatment under this *plan's* radiation therapy or chemotherapy provision or the experimental treatment provision. However, if a *covered person* is eligible for the immunotherapy, radiation therapy or chemotherapy and the experimental treatment benefit on the same day, then we will pay the highest benefit. ] ]

<sup>1</sup>[**Inpatient Special Nursing** While a *covered person* is an *inpatient* being treated for *internal cancer*, we pay the amount shown in the schedule of insurance each day for *inpatient* special nursing if a *covered person* requires full-time nursing care. Full-time means at least <sup>11</sup>[8] hours of attendance in a 24 hour period. We limit what we pay each *benefit year* to the number of days shown in the schedule of insurance.

Nursing care must be ordered by a *doctor* for the treatment of *internal cancer*, and must be provided by a licensed registered graduate nurse or licensed practical or vocational nurse. Care can't be provided by a *family member*. ]

<sup>1</sup>[**Medical Imaging** We will pay the amount shown in the schedule of insurance if a *covered person* receives a medical imaging procedure related to a *diagnosed internal cancer*. We limit what we pay each *benefit year* to the number of images shown in the schedule of insurance. ]

<sup>1</sup>[**Outpatient and Family Member Lodging** We pay the amount in the schedule of insurance per day for lodging as described below. We limit what we pay for lodging to the number of days shown in the schedule of insurance.

We pay a daily lodging benefit when a *covered person* stays in a hotel, motel or other commercial accommodation in conjunction with receiving treatment of *internal cancer*. Such treatment must be ordered by a *doctor* and must not be able to be obtained locally. Lodging must occur more than <sup>12</sup>[50] miles from the *covered person's* home.

We pay a daily lodging benefit for one adult *family member* who stays in a hotel, motel or other commercial accommodation in order to be near the *covered person* while confined in a *hospital* for *internal cancer* treatment. The *hospital* must be at least <sup>12</sup>[50] miles from the *covered person's* home.

We don't pay for any day that a stay begins more than <sup>13</sup>[24] hours prior to treatment or more than <sup>13</sup>[24] hours after treatment. ]

<sup>1</sup>[**Outpatient or Ambulatory Surgical Center**

We will pay the amount shown in the schedule of insurance when a *covered person* uses an outpatient or *ambulatory surgical center* for a surgical procedure covered under this *plan's* surgical benefits section. We limit what we pay to <sup>14</sup>[three] days per surgical procedure. ]

<sup>1</sup>[**Physical or Speech Therapy**

We will pay the amount shown in the schedule of insurance for physical or speech therapy provided to a *covered person* for restoration of normal body function following treatment of *internal cancer*. Such therapy must be provided by a licensed or certified physical or speech therapist.

We limit what we pay combined for physical and speech therapy to the number of visits per month shown in the schedule of insurance. We limit what we pay for physical and speech therapy combined to the lifetime limit shown in the schedule of insurance. ]

<sup>1</sup>[**Prosthetic Devices**

We will pay the amount shown in the schedule of insurance for prosthetic devices provided to a *covered person* as a direct result of treatment of *internal cancer*. There are separate amounts shown in the schedule of insurance for surgically implanted prosthetic devices and non-surgically implanted prosthetic devices. We limit what we pay for prosthetic devices in a *covered person's* lifetime to the amounts shown in the schedule of insurance.

Surgically implanted prosthetic devices must be the direct result or consequence of the surgical treatment of *internal cancer*.

The prosthetic device coverage does not include coverage for a Breast Transverse Rectus Abdominis Myocutaneous (TRAM) Flap procedure as listed under the Reconstructive Surgery benefit. ]

<sup>1</sup>[**Radiation Therapy or Chemotherapy**

We will pay the amounts shown in the schedule of insurance if a *covered person* receives radiation therapy or chemotherapy as *internal cancer* treatment for the purpose of changing or destroying abnormal tissue. Such therapy must be administered by medical personnel in a *hospital, doctor's office or clinic*. Benefits will be paid only for days on which treatment is performed.

Benefits will not be paid for office visits, laboratory tests, diagnostic x-rays, treatment planning, simulation, treatment devices, dosimetry, radiation physics, teletherapy or other treatments related to radiation therapy or chemotherapy treatments. Hormone therapy and *immunotherapy* is not covered under this provision.

Radiation therapy and chemotherapy treatments must be approved for the treatment of cancer by the United States Food and Drug Administration. ] ]

<b><sup>1</sup>[Reconstructive Surgery</b>	We will pay the amount shown in the schedule of insurance if a <i>covered person</i> has reconstructive surgery performed related to the treatment of <i>internal cancer</i> . We pay only for the following procedures: <sup>15</sup> [ (a) Breast symmetry (modification of the non-cancerous breast performed within 5 years of reconstructing the cancerous breast); (b) Breast reconstruction; (c) Facial reconstruction; and (d) Breast transverse rectus abdominis myocutaneous (TRAM) flap. ]Also, we will pay <sup>3</sup> [25%] of the reconstructive surgery amounts shown in the schedule of insurance for general anesthesia used during these procedures. ]
<b><sup>1</sup>[Reproductive Benefits</b>	<p>We pay the amount shown in the schedule of insurance for a <i>covered person</i> to have oocytes extracted and harvested.</p> <p>Also, once per <i>covered person</i>, we will pay the amount shown in the schedule of insurance for the storage of a <i>covered person's</i> oocytes or sperm with a licensed reproductive tissue bank or a similarly licensed facility. Any such extraction, harvesting or storage must occur prior to chemotherapy or radiation treatment that has been prescribed for the <i>covered person's</i> treatment of <i>cancer</i>.</p> <p>We limit what we pay in a <i>covered person's</i> lifetime for covered reproductive benefits to the amount shown in the schedule of insurance. ]</p>
<b><sup>1</sup>[Second Surgical Opinion</b>	If a <i>doctor</i> has diagnosed a <i>covered person</i> with <i>internal cancer</i> requiring surgery and a <i>covered person</i> obtains a second surgical opinion, we will pay the amount shown in the schedule of insurance. However, the second surgical opinion must be from a different <i>doctor</i> than the one who recommended the surgery. We limit what we pay to one benefit per surgical procedure. ]
<b><sup>1</sup>[Skin Cancer</b>	<p>We will pay the amount shown in the schedule of insurance if a <i>doctor</i> performs any of the following procedures for the purpose of treating diagnosed skin <i>cancer</i> in a <i>covered person</i>: <sup>16</sup> (a) biopsy; (b) reconstructive surgery following previous excision of skin <i>cancer</i>; (c) excision of skin <i>cancer</i> without flap or graft; or (d) excision of skin <i>cancer</i> with flap or graft. ]</p> <p>The amount shown in the schedule of insurance includes the amount payable for anesthesia services. ]</p>
<b><sup>1</sup>[Surgical Benefits</b>	We pay the amount shown in the schedule of insurance if a <i>doctor</i> performs one of the procedures shown in the schedule of insurance for the purpose of treating <i>internal cancer</i> diagnosed in a <i>covered person</i> . <sup>17</sup> [The schedule of insurance for Surgical Procedures does not apply to surgery for skin <i>cancer</i> , which will be covered only under the skin <i>cancer</i> section. ] <sup>18</sup> [And the schedule of insurance for Surgical Procedures does not apply to reconstructive surgery, which is covered only under the Reconstructive Surgery section. ]If more than one surgical procedure is performed through the same incision, benefits will be paid for only one procedure based upon the highest eligible benefit. ]
<b><sup>1</sup>[Transportation/ Companion Transportation</b>	<p>We pay the amount shown in the schedule of insurance for transportation and companion transportation as follows.</p> <p>We pay a transportation benefit upon completion of a round trip to transport a <i>covered person</i> to a <i>hospital</i> or <i>clinic</i> for the purpose of <i>internal cancer</i> treatment. However the <i>hospital</i> or <i>clinic</i> must be at least 50 miles from a <i>covered person's</i> home. And transportation cannot be by the use of an ambulance or air ambulance.</p> <p>If commercial travel (coach-class plane, train or bus) is necessary, we will pay for one additional person to accompany a <i>covered person</i>. <sup>19</sup>[If treatment is for a covered dependent child, we will pay for up to two adults to accompany the covered dependent child. ] ]</p>

## DEFINITIONS

This section defines certain terms appearing in this *plan*.

<sup>1</sup>**[Accredited Practitioner:** This term means a *naturopathic doctor, ayurvedic practitioner, bio-feedback practitioner or hypnotherapist* who is licensed (if applicable) under the laws of the state where treatment is received as qualified to treat the type of condition for which a claim is being made. If licensed, the practitioner must be practicing within the scope of his or her license. ]

<sup>1</sup>**[Ayurvedic Medicine:** This term means a practice of health promotion, disease prevention, and personal growth that includes physical, psychological and spiritual aspects. Ayurvedic practices are intended to promote well being and reduce stress and may include yoga, meditation, massage, dietary changes and herbs. ]

<sup>1</sup>**[Ayurvedic Practitioner:** This term means an *accredited practitioner* who has been certified through the American Association of Drugless Accredited Practitioners for Ayurvedic Medicine. ]

<sup>1</sup>**[Ambulatory Surgical Center:** This term means a facility in which outpatient surgery is done. It must meet all of the requirements shown below:

- have a medical staff of *doctors*, nurses, and licensed anesthesiologist;
- maintain at least two operating rooms; and one recovery room;
- maintain diagnostic lab and x-ray facilities;
- be staffed and equipped to give emergency care;
- have a blood supply;
- maintain medical records;
- have agreements with *hospitals* for immediate acceptance of patients who need *inpatient* confinement; and
- be licensed in accord with the laws of the appropriate legally authorized agency.

A facility is not an *ambulatory surgical center* if it is part of a *hospital*. ]

<sup>1</sup>**[Benefit Waiting Period:** This term means the period of time a *covered person* must be covered under this *plan* before we pay any benefits. ]

**Benefit Year:** This term means each period of 12 months in a row which starts on <sup>2</sup>[January 1 and ends on December 31. ]

<sup>1</sup>**[Bio-Feedback:** This term means a therapy that trains and uses the mind to control body functions that are typically regulated automatically such as muscle tension, heart rate, blood pressure or temperature. ]

<sup>1</sup>**[Bio-Feedback Practitioner:** This term means an *accredited practitioner* who has a bachelor's degree in a health related profession, such as a degree in medicine, osteopathy or Naturopathic medicine and who has received certification from the Biofeedback Society of America and is currently licensed in the state where he or she practices. ]

<sup>1</sup>**[Board Certified:** This term means a *doctor* who has been certified in the appropriate medical specialty by a member board of the American Board of Medical Specialties. ]

<sup>1</sup>**[Bone Marrow Transplant:** This term means a procedure in which a patient's bone marrow is replaced with cellular elements to reconstitute the bone marrow. It may be preceded by chemotherapy, radiotherapy, or other treatments which cause residual bone marrow to be destroyed. The collection of stem cells or other peripheral blood cells and their reinfusion is not a *bone marrow transplant*. ]

**Cancer:** This term means a *covered person* has been *diagnosed* with a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells in any part of the body. This includes leukemia, Hodgkin's disease, lymphoma, sarcoma, malignant tumors and melanoma. *Cancer* includes carcinomas in-situ (in the natural or normal place, confined to the site of origin, without having invaded neighboring tissue). Pre-malignant conditions or conditions with malignant potential, such as myelodysplastic and myeloproliferative disorders, carcinoid, leukoplakia, hyperplasia, actinic keratosis, polycythemia, and nonmalignant melanoma, moles or similar diseases or lesions will not be considered *cancer*.

<sup>1</sup>**[Clinic:** This term means an institution, building or part of a building where outpatients receive treatment for Diagnoses. ]

**Covered Person:** This term means an <sup>6</sup>*[employee]* <sup>5</sup>*[or dependent]* insured by this *plan*.

**Diagnosed or Diagnosis:** These terms mean the establishment of *cancer* by a *doctor* through the use of clinical and/or lab findings.

Diagnosis of *cancer* must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a *doctor* who is *board certified* in pathology. If, however, in the opinion of the attending *doctor*, a pathological diagnosis is medically inappropriate, a clinical diagnosis of *cancer* will be accepted.

**Doctor:** This term means any practitioner of the healing arts that: (a) is properly licensed or certified by the laws of the state in which he or she practices; and (b) provides services that are within the lawful scope of his or license.

<sup>1</sup>**[Extended Care Facility or Skilled Nursing Facility:** This term means a facility which mainly provides full-time *inpatient* skilled nursing care for sick or injured people who do not need to be in a *hospital*. This *plan* recognizes such a place if it carries out its stated purpose under all relevant state and local laws, and it is: (a) accredited for its stated purpose by the Joint Commission of Healthcare Organizations; or (b) approved for its stated purpose by Medicare. In some places an extended care facility is called: (a) a rehabilitation facility; or (b) a skilled nursing facility; or (c) a sub-acute facility. ]

**Family Member:** This term means *you* are a *covered person's* spouse, brother or sister (including stepbrother or stepsister), children (including stepchildren), parents (including stepparents), grandchildren, father or mother-in-law, and spouses, if applicable, of any of these.

<sup>1</sup>**[Hospice:** This term means a licensed facility or program which provides a coordinated set of services at home or in a facility for persons who are certified by a *doctor* as terminally ill. ]

<sup>1</sup>**[Hospital** This term means a short-term, acute care general facility, which:

- (1) is primarily engaged in providing, by or under the continuous supervision of *doctors*, to *inpatients*, diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a *doctor* or *dentist*;
- (4) provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) is duly licensed by the agency responsible for licensing such *Hospitals*; and
- (6) is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care. ]

<sup>1</sup>**[Hypnotherapist:** This term means an *accredited practitioner* who has been certified by the American Board of Hypnotherapy or the American Clinical Board of Hypnotherapy. ]

<sup>1</sup>**[Hypnotherapy:** This term means a change in a person's conscious awareness, induced by another person, which may alter memory and consciousness, increase susceptibility to suggestions, and bring about responses and ideas that may be considered unusual. ]

<sup>1</sup>**[Immunotherapy:** This term means treatments intended to improve the immune system by providing antibodies, colony stimulating factors, or immunoglobulins for the purpose of treating *cancer*. ]

<sup>1</sup>**[Inpatient:** This term means: (a) a *covered person* who is physically confined as a registered bed patient in a *hospital* or other recognized health care facility; or (b) the confinement, itself. ]

<sup>1</sup>**[Intensive Care Unit:** This term means a *hospital* area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds or wards normally used for patient confinement. In addition, the unit must provide the following: (a) 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis; (b) direction and/or supervision by a full time doctor director or a standing “intensive care” committee of the medical staff; and (c) special medical apparatus used to treat the critically ill. ]

<sup>1</sup>**[Internal Cancer:** This term means a *cancer* contained within the body. Internal cancers do not include skin *cancer* except for melanomas classified as Clark's level III and higher or a Breslow level greater than or equal to 1.5mm. ]

<sup>1</sup>**[Naturopathic Doctor:** this term means an *accredited practitioner* who has graduated from a four year naturopathic medical school, which is accredited by the Council on Naturopathic Medical Education. ]

<sup>1</sup>**[NCI-Listed:** This term means a *cancer* treatment protocol that is listed in the National Cancer Institute's (NCI) Physician Data Query (PDQ). The PDQ is an on-line database that contains *cancer* information summaries, listings of clinical trials, and directories of *doctors* and organization involved in *cancer* care. ]

<sup>1</sup>**[Palliative Care:** This term means treatment or services designed to reduce the severity of a condition or symptoms without curing the underlying disease. ]

<sup>1</sup>**[Period of Hospital Confinement:** This term means *hospital* confinement for a continuous and uninterrupted period of time while under the regular care and attendance of a *doctor*. A new period of *hospital* confinement will begin if a new *hospital* confinement occurs <sup>3</sup>[30] or more days after the end of the previous *hospital* confinement or if the *hospital* confinement results from a completely independent cause from the previous *hospital* confinement. ]

**Plan:** This term means the group *cancer* coverage described in the *plan* and the certificate.

<sup>1</sup>**[Pre-Existing Conditions:** A *pre-existing condition* is a *cancer*, whether diagnosed or misdiagnosed, for which in the <sup>4</sup>[6] months before a person becomes covered by this *plan*, he or she: (1) received advice or treatment from a *doctor*; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a *doctor*. ]

**Proof or Proof of Insurability:** These terms mean an application for coverage showing that a person is insurable.

<sup>1</sup>**[Stem Cell Transplant:** This term means the delivery of autologous or allogeneic stem cells to a person who has received chemotherapy or radiology to treat *internal cancer*. This definition does not include allogeneic or autogeneic bone marrow collection and infusion of bone marrow under general anesthesia. ]

**We, Us and Our:** These terms mean The Guardian Life Insurance Company of America.

**You or Your:** These terms mean the insured <sup>6</sup>[*employee*. ]



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## DEFINITIONS

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<sup>1</sup> [ <b>Accredited Practitioner</b> ]	This term means a <i>naturopathic doctor, ayurvedic practitioner, bio-feedback practitioner or hypnotherapist</i> who is licensed (if applicable) under the laws of the state where treatment is received as qualified to treat the type of condition for which a claim is being made. If licensed, the practitioner must be practicing within the scope of his or her license. ]
<sup>1</sup> [ <b>Ayurvedic Medicine</b> ]	This term means a practice of health promotion, disease prevention, and personal growth that includes physical, psychological and spiritual aspects. ayurvedic practices are intended to promote well being and reduce stress and may include yoga, meditation, massage, dietary changes and herbs. ]
<sup>1</sup> [ <b>Ayurvedic Practitioner</b> ]	This term means an <i>accredited practitioner</i> who has been certified through the American Association of Drugless Accredited Practitioners for Ayurvedic Medicine. ]
<sup>1</sup> [ <b>Ambulatory Surgical Center</b> ]	<p>This term means a facility in which outpatient surgery is done. It must meet all of the requirements shown below:</p> <ul style="list-style-type: none"><li>• have a medical staff of <i>doctors</i>, nurses, and licensed anesthesiologist;</li><li>• maintain at least two operating rooms; and one recovery room;</li><li>• maintain diagnostic lab and x-ray facilities;</li><li>• be staffed and equipped to give emergency care;</li><li>• have a blood supply;</li><li>• maintain medical records;</li><li>• have agreements with <i>hospitals</i> for immediate acceptance of patients who need <i>inpatient</i> confinement; and</li><li>• be licensed in accord with the laws of the appropriate legally authorized agency.</li></ul> <p>A facility is not an <i>ambulatory surgical center</i> if it is part of a <i>hospital</i>. ]</p>
<sup>1</sup> [ <b>Benefit Waiting Period</b> ]	This term means the period of time <i>you</i> must be covered under this <i>plan</i> before we pay any benefits. ]
<b>Benefit Year</b>	This term means each period of 12 months in a row which starts on <sup>2</sup> [January 1 and ends on December 31.]
<sup>1</sup> [ <b>Bio-Feedback</b> ]	This term means a therapy that trains and uses the mind to control body functions that are typically regulated automatically such as muscle tension, heart rate, blood pressure or temperature. ]
<sup>1</sup> [ <b>Bio-Feedback Practitioner</b> ]	This term means an <i>accredited practitioner</i> who has a bachelor's degree in a health related profession, such as a degree in medicine, osteopathy or naturopathic medicine and who has received certification from the Biofeedback Society of America and is currently licensed in the state where he or she practices. ]
<sup>1</sup> [ <b>Board Certified</b> ]	This term means a <i>doctor</i> who has been certified in the appropriate medical specialty by a member board of the American Board of Medical Specialties. ]
<sup>1</sup> [ <b>Bone Marrow Transplant</b> ]	This term means a procedure in which a patient's bone marrow is replaced with cellular elements to reconstitute the bone marrow. It may be preceded by chemotherapy, radiotherapy, or other treatments which cause residual bone marrow to be destroyed. The collection of stem cells or other peripheral blood cells and their reinfusion is not a <i>bone marrow transplant</i> . ]

<b>Cancer</b>	This term means <i>you</i> have been <i>diagnosed</i> with a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells in any part of the body. This includes leukemia, Hodgkin's disease, lymphoma, sarcoma, malignant tumors and melanoma. <i>Cancer</i> includes carcinomas in-situ (in the natural or normal place, confined to the site of origin, without having invaded neighboring tissue). Pre-malignant conditions or conditions with malignant potential, such as myelodysplastic and myeloproliferative disorders, carcinoid, leukoplakia, hyperplasia, actinic keratosis, polycythemia, and nonmalignant melanoma, moles or similar diseases or lesions will not be considered <i>cancer</i> .
<sup>1</sup> <b>[Clinic</b>	This term means an institution, building or part of a building where outpatients receive treatment for Diagnoses. ]
<b>Covered Person</b>	This term means <i>you</i> , if <i>you</i> are covered under this <i>plan</i> <sup>5</sup> [and <i>your</i> covered dependents. ]
<b>Diagnosed or Diagnosis</b>	<p>These terms mean the establishment of <i>cancer</i> by a <i>doctor</i> through the use of clinical and/or lab findings.</p> <p>Diagnosis of <i>cancer</i> must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a <i>doctor</i> who is <i>board certified</i> in pathology. If, however, in the opinion of the attending <i>doctor</i>, a pathological diagnosis is medically inappropriate, a clinical diagnosis of <i>cancer</i> will be accepted.</p>
<b>Doctor</b>	This term means any practitioner of the healing arts that: (a) is properly licensed or certified by the laws of the state in which he or she practices; and (b) provides services that are within the lawful scope of his or license.
<sup>1</sup> <b>[Extended Care Facility or Skilled Nursing Facility</b>	This term means a facility which mainly provides full-time <i>inpatient</i> skilled nursing care for sick or injured people who do not need to be in a <i>hospital</i> . This <i>plan</i> recognizes such a place if it carries out its stated purpose under all relevant state and local laws, and it is: (a) accredited for its stated purpose by the Joint Commission of Healthcare Organizations; or (b) approved for its stated purpose by Medicare. In some places an extended care facility is called: (a) a rehabilitation facility; or (b) a skilled nursing facility; or (c) a sub-acute facility. ]
<b>Family Member</b>	This term means <i>your</i> spouse, brother or sister (including stepbrother or stepsister), children (including stepchildren), parents (including stepparents), grandchildren, father or mother-in-law, and spouses, if applicable, of any of these.
<sup>1</sup> <b>[Hospice</b>	This term means a licensed facility or program which provides a coordinated set of services at home or in a facility for persons who are certified by a <i>doctor</i> as terminally ill. ]
<sup>1</sup> <b>[Hospital</b>	<p>This term means a short-term, acute care general facility, which:</p> <ol style="list-style-type: none"> <li>(1) is primarily engaged in providing, by or under the continuous supervision of <i>doctors</i>, to <i>inpatients</i>, diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;</li> <li>(2) has organized departments of medicine and major surgery;</li> <li>(3) has a requirement that every patient must be under the care of a <i>doctor</i> or <i>dentist</i>;</li> <li>(4) provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);</li> <li>(5) is duly licensed by the agency responsible for licensing such <i>hospitals</i>; and</li> </ol>

- (6) is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care. ]

<sup>1</sup> [Hypnotherapist	This term means an <i>accredited practitioner</i> who has been certified by the American Board of Hypnotherapy or the American Clinical Board of Hypnotherapy. ]
<sup>1</sup> [Hypnotherapy	This term means a change in a person's conscious awareness, induced by another person, which may alter memory and consciousness, increase susceptibility to suggestions, and bring about responses and ideas that may be considered unusual. ]
<sup>1</sup> [Immunotherapy	This term means treatments intended to improve the immune system by providing antibodies, colony stimulating factors, or immunoglobulins for the purpose of treating <i>cancer</i> . ]
<sup>1</sup> [Inpatient	This term means: (a) a <i>covered person</i> who is physically confined as a registered bed patient in a <i>hospital</i> or other recognized health care facility; or (b) the confinement itself.]
<sup>1</sup> [Intensive Care Unit	This term means a <i>hospital</i> area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds or wards normally used for patient confinement. In addition, the unit must provide the following: (a) 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis; (b) direction and/or supervision by a full time doctor director or a standing "intensive care" committee of the medical staff; and (c) special medical apparatus used to treat the critically ill. ]
<sup>1</sup> [Internal Cancer	This term means a <i>cancer</i> contained within the body. <i>Internal cancers</i> do not include skin <i>cancer</i> except for melanomas classified as Clark's level III and higher or a Breslow level greater than or equal to 1.5mm. ]
<sup>1</sup> [Naturopathic Doctor	This term means an <i>accredited practitioner</i> who has graduated from a four year naturopathic medical school, which is accredited by the Council on Naturopathic Medical Education. ]
<sup>1</sup> [NCI-Listed	This term means a <i>cancer</i> treatment protocol that is listed in the National Cancer Institute's (NCI) Physician Data Query (PDQ). The PDQ is an on-line database that contains <i>cancer</i> information summaries, listings of clinical trials, and directories of <i>doctors</i> and organization involved in <i>cancer</i> care. ]
<sup>1</sup> [Palliative Care	This term means treatment or services designed to reduce the severity of a condition or symptoms without curing the underlying disease. ]
<sup>1</sup> [Period of Hospital Confinement	This term means <i>hospital</i> confinement for a continuous and uninterrupted period of time while under the regular care and attendance of a <i>doctor</i> . A new period of <i>hospital</i> confinement will begin if a new <i>hospital</i> confinement occurs <sup>3</sup> [30] or more days after the end of the previous <i>hospital</i> confinement or if the <i>hospital</i> confinement results from a completely independent cause from the previous <i>hospital</i> confinement. ]
<b>Plan</b>	This term means the group <i>cancer</i> coverage described in the <i>plan</i> and this certificate.
<sup>1</sup> [Pre-Existing Condition	A pre-existing condition is a <i>cancer</i> , whether diagnosed or misdiagnosed, for which in the <sup>4</sup> [6] months before a person becomes covered by this <i>plan</i> , he or she: (1) received advice or treatment from a <i>doctor</i> ; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a <i>doctor</i> . ]

<b>Proof or Proof Of Insurability</b>	These terms mean an application for coverage showing that a person is insurable.
<b><sup>1</sup>[Stem Cell Transplant</b>	This term means the delivery of autologous or allogeneic stem cells to a person who has received chemotherapy or radiology to treat <i>internal cancer</i> . This definition does not include allogeneic or autogeneic bone marrow collection and infusion of bone marrow under general anesthesia. ]
<b>We, Us and Our</b>	These terms mean The Guardian Life Insurance Company of America.
<b>You or Your</b>	These terms mean the insured <sup>6</sup> [ <i>employee</i> ].

## LIMITATIONS

**Proof Of Insurability:** The *covered person's* coverage may not become effective until he or she submits *proof of insurability* to us. These requirements are shown in the schedule of insurance.

<sup>1</sup>**[Benefit Waiting Period:** This *plan* has a *benefit waiting period*. It is shown in the schedule of insurance. This period starts on the date a *covered person* is first covered by this *plan*. We do not pay benefits for *cancer* that is diagnosed during the *benefit waiting period*.

If this *plan* replaces a similar plan the <sup>7</sup>**[employer]** had with some other insurer, the *benefit waiting period* under this *plan* will be waived if for any *covered person* who was covered under the <sup>7</sup>**[employer's]** old plan on the day before this *plan* starts and is covered by this *plan* on the day it starts. ]

<sup>2</sup>**[Pre-Existing Conditions:** A *pre-existing condition* is a *cancer*, whether *diagnosed* or misdiagnosed, for which in the <sup>3</sup>**[6]** months before a person becomes covered by this *plan*, he or she: (1) received advice or treatment from a *doctor*; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a *doctor*. This *plan* will not pay benefits for *cancer* that is caused by, or results from, a *pre-existing condition* if the *cancer* occurs during the first <sup>3</sup>**[6]** months that a *covered person* is covered by this *plan*.

**If This Plan Replaces Another Plan:** This *plan* may be replacing a similar plan that the <sup>7</sup>**[employer]** had with some other insurer. In that case, the *pre-existing condition* limitation will not apply to any *covered person* who: (1) was covered under the <sup>7</sup>**[employer's]** old plan on the day before this *plan* started; and (2) has met the requirements of any *pre-existing conditions* limitation of the old plan; and (3) with respect to the <sup>6</sup>**[employee]**, is *actively at work on a full-time* <sup>4</sup>**[ or part-time ]** basis on the effective date of this *plan*.

If the *covered person*: (1) was covered under the old plan when it ended; (2) enrolls for insurance under this *plan* on or before this *plan's* effective date; and (3) is actively working on the effective date of this *plan*; but (4) has not fulfilled the requirements of any pre-existing condition provision of the old plan; this *plan* will credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan's* pre-existing condition provision.

But, this *plan* limits a *covered person's* benefit under this *plan* if: (1) the *cancer* is a *pre-existing condition*; and (2) this *plan* pays benefit because this *plan* credits time as explained above. In this case, this *plan* limits the benefit to the amount the *covered person* would have been entitled to under the old plan.

This *plan* deducts all payments made by the old plan under an extension provision. ]

## Limitations

<b>Proof Of Insurability</b>	The <i>covered person's</i> coverage may not become effective until he or she submits <i>proof of insurability</i> to us. These requirements are shown in the schedule of insurance.
<sup>1</sup> <b>[Benefit Waiting Period]</b>	<p>This <i>plan</i> has a <i>benefit waiting period</i>. It is shown in the schedule of insurance. This period starts on the date a <i>covered person</i> is first covered by this <i>plan</i>. We do not pay benefits for <i>cancer</i> that is diagnosed during the <i>benefit waiting period</i>.</p> <p>If this <i>plan</i> replaces a similar plan the <i>employer</i> had with some other insurer, the <i>benefit waiting period</i> under this <i>plan</i> will be waived for any <i>covered person</i> who was covered under the <i>employer's</i> old plan on the day before this <i>plan</i> starts and is covered by this <i>plan</i> on the day it starts. ]</p>
<sup>2</sup> <b>[Pre-Existing Conditions]</b>	<p>A pre-existing condition is a <i>cancer</i>, whether <i>diagnosed</i> or misdiagnosed, for which in the <sup>3</sup>[6] months before a person becomes covered by this <i>plan</i>, he or she: (1) received advice or treatment from a <i>doctor</i>; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a <i>doctor</i>.</p> <p>This <i>plan</i> will not pay benefits for <i>cancer</i> that is caused by, or results from, a <i>pre-existing condition</i> if the <i>cancer</i> occurs during the first <sup>3</sup>[6] months that the person is covered by this <i>plan</i>.</p>
<b>If This Plan Replaces Another Plan</b>	<p>This plan may be replacing a similar pan that the <i>employer</i> had with some other insurer. In that case, the <i>pre-existing condition limitation</i> will not apply to any <i>covered person</i> who: (1) was covered under the <i>employer's</i> old plan on the day before this plan started; and (2) has met the requirements of any <i>pre-existing condition limitation</i> of the old plan; and (3) you are <i>actively at work on a full-time</i> <sup>4</sup>[ or part-time ] basis on the effective date of this <i>plan</i>.</p> <p>If the <i>covered person</i>: (1) was covered under the old plan when it ended; (2) enrolls for insurance under this <i>plan</i> on or before this <i>plan's</i> effective date; and (3) is actively working on the effective date of this <i>plan</i>; but (4) has not fulfilled the requirements of any pre-existing condition provision of the old plan; this <i>plan</i> will credit any time used to meet the old plan's pre-existing condition provision toward meeting this <i>plan's</i> pre-existing condition provision</p> <p>But, this <i>plan</i> limits a <i>covered person's</i> benefit under this <i>plan</i> if: (1) the <i>cancer</i> is a <i>pre-existing condition</i>; and (2) this <i>plan</i> pays benefit because this <i>plan</i> credits time as explained above. In this case, this <i>plan</i> limits the benefit to the amount the <i>covered person</i> would have been entitled to under the old plan.</p> <p>This <i>plan</i> deducts all payments made by the old plan under an extension provision. ]</p>

## EXCLUSIONS

This *plan* will not pay benefits for:

- <sup>2</sup>[Services or treatment not included in the Schedule of Insurance. ]
- <sup>2</sup>[Services or treatment provided by a *family member*. ]
- <sup>1</sup>[Services or treatment rendered outside the United States <sup>3</sup>[or Canada.]]
- <sup>1</sup>[Treatment of any *cancer* diagnosed solely outside of the United States <sup>3</sup>[or Canada.]]
- <sup>2</sup>[Services or treatment provided primarily for cosmetic purposes. ]
- <sup>2</sup>[Services or treatment for premalignant conditions. ]
- <sup>2</sup>[Services or treatment for conditions with malignant potential. ]
- <sup>2</sup>[Services or treatment for non-cancer *sicknesses*. ]
- <sup>2</sup>[*Cancer* caused by, contributed to by, or resulting from: (1) participating in a felony, riot or insurrection; (2) intentionally causing a self-inflicted injury; (3) committing or attempting to commit suicide while sane or insane; (4) a *covered person's* mental or emotional disorder, alcoholism or drug addiction; (5) engaging in any illegal activity; or (6) serving in the armed forces or any auxiliary unit of the armed forces of any country. ]
- <sup>2</sup>[*Cancer* arising from war or act of war, even if war is not declared. ]

## Exclusions

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This *plan* will not pay benefits for:

- <sup>2</sup>[Services or treatment not included in the Schedule of Insurance. ]
- <sup>2</sup>[Services or treatment provided by a *family member*. ]
- <sup>1</sup>[Services or treatment rendered outside the United States <sup>3</sup>[or Canada.]] ]
- <sup>1</sup>[Treatment of any *cancer* diagnosed solely outside of the United States <sup>3</sup>[or Canada. ] ]
- <sup>2</sup>[Services or treatment provided primarily for cosmetic purposes. ]
- <sup>2</sup>[Services or treatment for premalignant conditions. ]
- <sup>2</sup>[Services or treatment for conditions with malignant potential. ]
- <sup>2</sup>[Services or treatment for non-cancer *sicknesses*. ]
- <sup>2</sup>[*Cancer* caused by, contributed to by, or resulting from: (1) participating in a felony, riot or insurrection; (2) intentionally causing a self-inflicted injury; (3) committing or attempting to commit suicide while sane or insane; (4) Your mental or emotional disorder, alcoholism or drug addiction; (5) engaging in any illegal activity; or (6) serving in the armed forces or any auxiliary unit of the armed forces of any country. ]
- <sup>2</sup>[*Cancer* arising from war or act of war, even if war is not declared. ]



## PORTABILITY PRIVILEGE

**Definition:** As used in this provision, the terms "port" and "to port" mean to choose a portable certificate of coverage which provides group *cancer* coverage.

**Portability Conditions:** Portability is subject to all of the conditions described below.

- The <sup>10</sup>[employee] may port his or her coverage <sup>1</sup>[or coverage for any of *his or her* dependents ] if coverage under this *plan* ends because he or she: (a) has terminated employment; (2) stops being a member of an eligible class of <sup>10</sup>[employees]; or (3) this *plan* ends.
- <sup>8</sup>[The <sup>10</sup>[employee] may not Port his or her coverage <sup>1</sup>[or coverage for any of *his or her* dependents ] unless he or she has been covered by this *plan*, or the *plan* it replaced, for *cancer* coverage for at least 12 months in a row prior to the date his or her coverage under this *plan* ends.] <sup>9</sup>[And the <sup>10</sup>[employee] must have been *actively at work* on a *full-time* <sup>6</sup>[or *part-time* ] basis for at least 30 scheduled working days in a row prior to the date his or her coverage under this *plan* ends.]
- The <sup>10</sup>[employee] may not Port his or her coverage <sup>1</sup>[or coverage for any of *his or her* dependents ] if (1) coverage under this *plan* ends due to his or her failure to pay any required premium; <sup>2</sup>[or (2) he or she has reached age <sup>3</sup>[70] on or before *his or her* coverage under this *plan* ends. ]

<sup>1</sup>[**Portability Options:**The <sup>10</sup>[employee] may port: (1) his or her coverage only; (2) his or her coverage and the coverage of his or her covered spouse; (3) his or her coverage and the coverage of all of his or her covered dependents; or (4) if the <sup>10</sup>[employee] is a single parent, his or her coverage and the coverage of all of his or her covered dependent children. No other combinations will be allowed.

A dependent must be covered as of the date the <sup>10</sup>[employee] coverage under this *plan* ends in order to be eligible to port.

If an <sup>10</sup>[employee] dies while covered for dependent *cancer* coverage, his or her spouse may port the dependent *cancer* coverage as described above. The <sup>10</sup>[employee's] spouse and dependent children must be covered under this *plan* on the date of his or her death. But this option is not available if (1) there is no surviving spouse; or (2) the surviving spouse has reached age <sup>3</sup>[70] on the date the <sup>10</sup>[employee] dies.]

**The Portable Certificate of Coverage:** The portable certificate of coverage provides group *cancer* coverage. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this *plan*.

The premium for the portable certificate of coverage will be based on: the *covered person's* rate class under this *plan*; <sup>1</sup>[and (2) Your or Your surviving spouse's age bracket] as shown in the Cancer Portability Coverage Premium Notice.

**How to Port:** The <sup>10</sup>[employee] <sup>1</sup>[ or his or her surviving spouse ] must: (1) apply to *us* in writing; and (2) pay the required premium. The <sup>10</sup>[employee] <sup>1</sup>[or his or her surviving spouse ] must do this within 31 days from the date his or her coverage under this *plan* ends.

<sup>4</sup>[We will not ask for *proof* that the <sup>10</sup>[employee] <sup>1</sup>[ or his or her surviving spouse ] are in good health. ]

<sup>5</sup>[We require *proof* of insurability satisfactory to *us* if the <sup>10</sup>[employee] <sup>1</sup>[ or his or her surviving spouse ] Port for any reason, other than the end of the group *plan*. And, we must approve that *proof* in writing. ]

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## PORTABILITY

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<b>Note</b>	This section does not apply to residents of <sup>7</sup> [ Kansas, Maine, or South Dakota. ]
<b>Definition</b>	As used in this provision, the terms "port" and "to port" mean to choose a portable certificate of coverage which provides group <i>cancer</i> coverage.
<b>Portability Conditions</b>	<p>Portability is subject to all of the conditions described below.</p> <ul style="list-style-type: none"><li>- You may port <i>your</i> coverage <sup>1</sup>[or coverage for any of <i>your</i> dependents] if coverage under this <i>plan</i> ends because <i>you</i>: (a) have terminated employment; (2) stop being a member of an eligible class of employees; or (3) this <i>plan</i> ends.</li><li>- <sup>8</sup>[You may not Port <i>your</i> coverage <sup>1</sup>[or coverage for any of <i>your</i> dependents] unless <i>you</i> have been covered by this <i>plan</i>, or the <i>plan</i>, it replaced, for <i>cancer</i> coverage for at least 12 months in a row prior to the date <i>your</i> coverage under this <i>plan</i> ends. ] <sup>9</sup>[And <i>you</i>, must have been actively at work on a full-time <sup>6</sup> [or part-time] basis for at least 30 scheduled working days in a row prior to the date <i>your</i> coverage under this <i>plan</i> ends.]</li><li>- -You may not Port <i>your</i> coverage <sup>1</sup>[or coverage for any of <i>your</i> dependents] if (1) coverage under this <i>plan</i> ends due to <i>your</i> failure to pay any required premium; <sup>2</sup>[or (2) you have reached age <sup>3</sup>[70] on or before <i>your</i> coverage under this <i>plan</i> ends. ]</li></ul>
<b><sup>1</sup>[Portability Options</b>	<p>You may port: (1) <i>your</i> coverage only; (2) <i>your</i> coverage and the coverage of <i>your</i> covered spouse; (3) <i>your</i> coverage and the coverage of all of <i>your</i> covered dependents; or (4) if <i>you</i> are a single parent, <i>your</i> coverage and the coverage of all of <i>your</i> covered dependent children. No other combinations will be allowed.</p> <p>A dependent must be covered as of the date <i>your</i> coverage under this <i>plan</i> ends in order to be eligible to port.</p> <p>If <i>you</i> die while covered for dependent <i>cancer</i> coverage, <i>your</i> spouse may port <i>your</i> dependent Cancer coverage as described above. <i>your</i> spouse and dependent children must be covered under this <i>plan</i> on the date of <i>your</i> death. But this option is not available if (1) there is no surviving spouse; or (2) the surviving spouse has reached age <sup>3</sup>[70] on the date <i>you</i> die..</p>
<b>The Portable Certificate of Coverage</b>	<p>The portable certificate of coverage provides group <i>cancer</i> coverage. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this <i>plan</i>.</p> <p>The premium for the portable certificate of coverage will be based on: <i>your</i> rate class under this <i>plan</i>; <sup>1</sup>[and (2) <i>you</i> or <i>your</i> surviving spouse's age bracket] as shown in the Cancer Portability Coverage Premium Notice.</p>
<b>How to Port</b>	<p>You <sup>1</sup>[or <i>your</i> surviving spouse] must: (1) apply to us in writing; and (2) pay the required premium. You <sup>1</sup>[or <i>your</i> surviving spouse] must do this within 31 days from the date Your coverage under this <i>plan</i> ends.</p> <p><sup>4</sup>[We will not ask for <i>proof</i> that <i>you</i> <sup>1</sup>[or <i>your</i> surviving spouse] are in good health.]</p> <p><sup>5</sup>[We require <i>proof of insurability</i> satisfactory to us if <i>you</i> <sup>1</sup>[or <i>your</i> surviving spouse] Port for any reason, other than the end of the group <i>plan</i>. And, we must approve that <i>proof</i> in writing.]</p>

### <sup>1</sup>[Waiver of Premium]

If, while covered by this *plan*, an <sup>3</sup>[*employee*] becomes disabled due to *cancer* that is diagnosed after the <sup>3</sup>[*employee's*] effective date, and such <sup>3</sup>[*employee*] remains disabled for <sup>2</sup>[90] days, we will waive the premium due after such <sup>2</sup>[90] days for as long as the <sup>3</sup>[*employee*] remains disabled.

To be considered disabled the <sup>3</sup>[*employee*] must: (1) be unable to work at any job for which he or she is qualified by education, training or experience; and (2) not be working at any job for pay or benefits; and (3) be under the care of a *doctor* for the treatment of *cancer*. ]

## <sup>1</sup>[Waiver of Premium]

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If, while covered by this *plan*, *you* become disabled due to *cancer* that is diagnosed after *your* effective date, and *you* remain disabled for <sup>2</sup>[90] days, *we* will waive the premium due after such <sup>2</sup>[90] days for as long as *you* remain disabled.

To be considered disabled *you* must: (1) be unable to work at any job for which *you* are qualified by education, training or experience; and (2) not be working at any job for pay or benefits; and (3) be under the care of a *doctor* for the treatment of *cancer*. ]

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G <sup>1</sup>[ -(99999999) ]  
issued by

The Guardian Life Insurance Company of America  
(herein called the Insurance Company)

To

<sup>1</sup>[ ABC Company ]  
(herein called the Policyholder)

Effective <sup>1</sup>[XXXX], this rider amends this *plan* by the addition of the following:

#### Initial Diagnosis Benefit

We pay a one-time benefit when a *covered person* is *diagnosed* for the first time as having *internal cancer*, other than carcinomas in-situ. The first *diagnosis* must occur while the *covered person* is covered by this *plan*.

The benefit is <sup>2</sup>[\$5,000] for <sup>10</sup>[employees] <sup>9</sup>[, <sup>2</sup>[\$5,000] for spouse and <sup>2</sup>[\$5,000 ] for child].

We pay this benefit once per *covered person* in a *covered person's* lifetime.

We don't pay this benefit for a *diagnosis* of skin cancer.

We don't pay the benefit if the *diagnosis* occurred prior to the *covered person's* effective date under this *plan*.

We don't pay this benefit for a recurrence, extension or metastatic spread of an *internal cancer* that was diagnosed: (a) prior to a *covered person's* effective date under this *plan* <sup>4</sup>[; or (b) during this *plan's* *benefit waiting period*.]

We don't pay this benefit if the diagnosis was made solely outside of the United States or Canada.

<sup>3</sup>[**Benefit Waiting Period:** This plan has a *benefit waiting period*. It is <sup>4</sup>[30] days. This period starts on the date a *covered person* is first covered by this *plan*. We do not pay an initial *diagnosis* benefit for *cancer* that is *diagnosed* during the *benefit waiting period*.

If this *plan* replaces a similar plan the <sup>11</sup>[*employer*] had with some other insurer, the *benefit waiting period* under this plan will be waived if for any *covered person* who was covered under the <sup>11</sup>[*employer's*] old plan on the day before this *plan* starts and is covered by this *plan* on the day it starts. ]

<sup>5</sup>[**Initial Diagnosis Auto-Increase Benefit:** We will increase a *covered person's* Initial Diagnosis Benefit each year on the anniversary of the *covered person's* effective date, by <sup>6</sup>[10%].

Such increases will stop after a *covered person's* benefit has increased <sup>7</sup>[five] times. ]

As used in this rider, *benefit waiting period* means the period of time a *covered person* must be covered under this *plan* before we pay an Initial Diagnosis Benefit.

As used in this rider, carcinomas in-situ means *cancer* that is confined to the site of origin, without having invaded neighboring tissue.

This rider is part of this plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this *plan*.

<sup>1</sup>[ Dated at New York, NY This First Day of January, 2000

ABC Company

Full or Corporate Name of Policyholder

John Doe BY: Jane Roe, President ]

Witness

Signature And Title

**The Guardian** Life Insurance Company of America

<sup>8</sup>[



Vice President, Risk Management and  
Chief Actuary ]

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## CERTIFICATE AMENDMENT

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(To be attached to certificates issued to employees)

The certificate is amended to add the following:

### Initial Diagnosis Benefit

We pay a one-time benefit when *you* are diagnosed for the first time as having *internal cancer*, other than carcinomas in-situ. The first *diagnosis* must occur while *you* are covered by this *plan*.

The benefit is <sup>2</sup>[\$5,000] for *you* <sup>9</sup>[, <sup>2</sup>[\$5,000] for *your* spouse and <sup>2</sup>[\$5,000 ] for *your* child]. We pay this benefit once per *covered person* in a *covered person's* lifetime.

We don't pay this benefit for a *diagnosis* of skin cancer.

We don't pay the benefit if the *diagnosis* occurred prior to the *covered person's* effective date under this *plan*.

We don't pay this benefit for a recurrence, extension or metastatic spread of an *internal cancer* that was *diagnosed*: (a) prior to a *covered person's* effective date under this *plan* <sup>3</sup>[; or (b) during this *plan's* *benefit waiting period*.]

We don't pay this benefit if the diagnosis was made solely outside of the United States or Canada.

<sup>3</sup>[**Benefit Waiting Period:** This plan has a *benefit waiting period*. It is <sup>4</sup>[30] days. This period starts on the date a *covered person* is first covered by this *plan*. We do not pay an initial *diagnosis* benefit for *cancer* that is *diagnosed* during the *benefit waiting period*.

If this *plan* replaces a similar plan the <sup>11</sup>[*employer*] had with some other insurer, the *benefit waiting period* under this *plan* will be waived if for any *covered person* who was covered under the <sup>11</sup>[*employer's*] old plan on the day before this *plan* starts and is covered by this *plan* on the day it starts.

<sup>5</sup>[**Initial Diagnosis Auto-Increase Benefit:** We will increase a *covered person's* Initial Diagnosis Benefit each year on the anniversary of the *covered person's* effective date, by <sup>6</sup>[10%].

Such increases will stop after a *covered person's* benefit has increased <sup>7</sup>[five] times. ]

As used in this rider, *benefit waiting period* means the period of time a *covered person* must be covered under this *plan* before we pay an Initial Diagnosis Benefit.

As used in this rider, carcinomas in-situ means *cancer* that is confined to the site of origin, without having invaded neighboring tissue.

This rider is part of this certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

**The Guardian** Life Insurance Company of America

<sup>1</sup>[

**SPECIMEN**  


Vice President, Risk Management & Chief Actuary, Group Insurance]





## Cancer Insurance Election of Portability Coverage

Planholder Name (Company Name)		Group Plan No.	
Employee's Name (Last, First, MI)	Soc. Sec. No.	Birth Date	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Employee's Home Address (Street, City, State, Zip)			
Home Telephone Number	Work Telephone Number	Date Employment Terminated	
Reason Employment Terminated			

**Please complete the following information for all dependents to be covered:**

Name (Last, First, MI)	Social Security Number	Sex	Birth Date	F/T Student
Spouse		<input type="checkbox"/> M <input type="checkbox"/> F		
Child(ren)		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> Yes <input type="checkbox"/> No

Cancer Insurance may be ported for the following individuals: the employee; the employee and his/her spouse; or the employee and all eligible dependents. Also, in the event of the employee's death, a surviving spouse under age 70 may port the coverage for him/herself and all eligible dependent children.

**Ported coverage is being elected for:**

- ☐ Employee Only ☐ Surviving Spouse  
☐ Employee and Spouse ☐ Surviving Spouse and Child(ren)  
☐ Employee and All Eligible Dependents

<sup>1</sup>[Ported Cancer amounts will be reduced by any benefits previously paid under the Group Plan.]

The enclosed Premium Notice outlines the monthly premium rates for this coverage and the modes of payment.]

<sup>2</sup>[Monthly premium rates will be equal to monthly premium rates under your group plan, including any amount paid by your employer.]

Within 31 days of the date the Group Plan coverage ends due to your termination of employment, or the date your dependent's coverage ends as a result of your death, you or your surviving spouse must submit: (a) this completed form (b) the premium payment; and (c) proof of insurability, if required by this group plan. If proof is required, your or your surviving dependent's ported coverage is effective when we approve the proof in writing. For ported insurance to remain in force all subsequent premium payments must be received within 31 days of the applicable premium due date. If premium payments are not received in a timely fashion, coverage will automatically terminate at the end of the 31 day period and all unpaid premiums will remain due from you or your surviving dependent's for the period this coverage was in force.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The following premium rates are applicable for the employee who terminates employment under the Group Planholder or a surviving spouse who loses coverage under the Group Plan, and elects to port (continue) the Cancer Insurance.

The premium for a dependent or surviving spouse is based upon the employee's age bracket when coverage under the Group Plan terminates.

EMPLOYEE AGE BRACKET	EE MONTHLY RATE	SP MONTHLY RATE
UNDER 30	\$ _____	\$ _____
30 - 39	\$ _____	\$ _____
40 - 49	\$ _____	\$ _____
50 - 59	\$ _____	\$ _____
60 - 64	\$ _____	\$ _____
65+	\$ _____	\$ _____
<b>OR it can be composite rate</b>	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

The monthly rate for a dependent child(ren) \$ \_\_\_\_\_

The mode of payment for the ported policy is determined based on the amount of annual premium for the ported policy.

ANNUAL PORTED PREMIUM	MODE OF PAYMENT
LESS THAN \$500	ANNUAL
\$500 TO \$1,000	SEMI ANNUAL
MORE THAN \$1,000	QUARTERLY

SERFF Tracking Number: GARD-128140946 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America  
Company Tracking Number:  
TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.002A Dread Disease - Cancer Only  
Product Name: 9545AR  
Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	05/31/2012
<b>Comments:</b>		
<b>Attachment:</b> Cert of read. - 40.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application	Approved-Closed	05/31/2012
<b>Comments:</b>		
<b>Attachment:</b> AR apprvl (GLIC-H).pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Var. memos.	Approved-Closed	05/31/2012
<b>Comments:</b>		
<b>Attachments:</b> VARIABLE MEMORANDUM _V1, 05-15-2012_.pdf VARIABLE MEMORANDUM GG-016350.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Informational Portability forms	Approved-Closed	05/31/2012
<b>Comments:</b> Port Cert. vm also attached to this supporting doc.		
<b>Attachments:</b> Portability Cert PC-CAN-12 [V1, 05-01-2012].pdf VM PORT CERT _V1, 05-18-2012_.pdf PC-A-CAN-IDB-12 _V1, 05-01-2012_.pdf		

<i>SERFF Tracking Number:</i>	<i>GARD-128140946</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.002A Dread Disease - Cancer Only</i>
<i>Product Name:</i>	<i>9545AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		
<i>Specimen GCPT-95-1 et al Port_Trust_Policy.pdf</i>			

## CERTIFICATION OF READABILITY

Form number(s): GP-1-CAN-IC-12 et al

The undersigned individuals have carefully reviewed, and know the contents of, the filing submitted herewith, and except as qualified, do hereby certify the following:

1. The said form(s) meet the minimum reading ease requirements of your jurisdiction.
2. The captioned form(s) have a Flesch reading ease test score of at least 40 with no exemptions.
3. The said form(s) are printed in 10-point or larger type.



\_\_\_\_\_  
(Signature of Officer)



Date: 5/23/12

\_\_\_\_\_  
Group Contracts

## Disposition for GARD-125263963

<b>SERFF Tracking Number:</b>	GARD-125263963	<b>State:</b>	Arkansas
<b>Filing Company:</b>	The Guardian Life Insurance Company of America	<b>State Tracking Number:</b>	36726
<b>Company Tracking Number:</b>			
<b>TOI:</b>	H21 Health - Other	<b>Sub-TOI:</b>	H21.000 Health - Other
<b>Product Name:</b>	7993AR H		
<b>Project Name/Number:</b>			

**Disposition Date:** 09/10/2007

**Implementation Date:**

**Status:** Approved

**Comment:**

## Schedule Items

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Health - Actuarial Justification	Approved	Yes
Supporting Document	Outline of Coverage	Approved	Yes
Supporting Document	Var. memo.	Approved	Yes
Supporting Document	Fee form	Approved	Yes
Supporting Document	Cover letter	Approved	Yes
Form	CMA2007, Application/Enrollment Form, Application For a Plan of Group Insurance	Approved	Yes

## **VARIABLE MEMORANDUM**

### Forms GP-1-CAN-IC-12 and CGP-3-CAN-IC-12

1. This text will be deleted on plans that do not include a benefit waiting period.
2. This text may be removed for plans which cover services performed after termination.
3. This text may be deleted if the requirement that services be received within a specified period of time after insurance ends does not apply.
4. This item may vary. The range of values for this item is from 30 through 180.

### Forms GP-1-CAN-BEN-12 and CGP-3-CAN-BEN-12

1. This item will be deleted if the plan does not include this particular benefit.
2. This item may vary. The range of the value for this item is from 1 through 8.
3. This item may vary. The range of values for this item is from 10% through 50% in increments of 5%.
4. This item may vary. The range of the value for this item is from 6 through 24.
5. We reserve the right to add or remove tests to this list.
6. This item may vary. The range of the value for this item is from 15 through 60.
7. This text will be deleted if the plan does not include hospice coverage.
8. This item may vary. The range of values for this item is from 3 through 14 in increments of 1.
9. This item may vary. The range of the value for this item is from 3 through 15.
10. This text will vary so that if the plan does not include coverage for such items, references to that item will be deleted.
11. This item may vary. The range of the value for this item is from 6 through 12.
12. This item may vary. The range of the value for this item is from 25 through 100.
13. This item may vary. The range of the value for this item is from 12 through 48.
14. This item may vary. The range of the value for this item is from 2 through 6.
15. We reserve the right to add other reconstructive surgeries to this list.
16. We reserve the right to add to or delete from the list of skin cancer treatments.
17. This text will be deleted on plans that do not include skin cancer benefits.
18. This text will be deleted on plans that do not include reconstructive surgery benefits.
19. This text will be deleted if the plan does not provide coverage for dependents.

#### Forms GP-1-CAN-DEF-12 and CGP-3-CAN-DEF-12

1. This text will be deleted if the defined term is not used.
2. This text may vary on a case by case basis to include a different 12 month period.
3. This item may vary. The range of the value for this item is from 15 through 60.
4. This item may vary. The range of the value for this item is from 3 through 24.
5. This text will be deleted if the plan does not provide coverage for dependents.
6. This term may be replaced by another term, e.g. member, union member.

#### Forms GP-1-CAN-LIMIT-12 and CGP-3-CAN-LIMIT-12

1. This text will be deleted on plans that do not include a benefit waiting period.
2. This text will be deleted if a pre-existing condition limitation is not included.
3. This item may vary. The range of the value for this item is from 3 through 12.
4. This text will be deleted on plans where part-time employees are not covered.
5. This term may be replaced by another term, e.g. member, union member.
6. This term may be replaced by another term, e.g. participating employer.

#### Forms GP-1-CAN-EXC-12 and CGP-3-CAN-EXC-12

1. This text will be deleted on plans where services outside the United States are included.
2. This text will be deleted if the exclusion does not apply.
3. This text will be deleted if the exclusion does not apply to treatment in Canada.

#### Forms GP-1-CAN-PORT-12 and CGP-3-CAN-PORT-12

1. This text will be deleted if the plan does not provide coverage for dependents.
2. This text will be deleted if an age restriction does not apply.
3. This item may vary. The range of the value for this item is from 60 through 80.
4. This text will be deleted if proof of insurability is required. The text in (4) and (5) will not be used on the same case.
5. This text will be deleted if proof of insurability is not required. The text in (5) and (4) will not be used on the same case.



6. This text will be deleted if the plan does not cover part-time employees.
7. This text may vary to include other jurisdictions.
8. This provision may be removed. And the # of months may be changed. Range 1 to 24.
9. This provision may be deleted. And the number of days may vary. The range of days for this item is from 10 through 90.
10. This term may be replaced by another term, e.g. member, union member.

#### Forms GP-1-CAN-WP-12 and CGP-3-CAN-WP-12

1. This text will be deleted if a waiver of premium is not included.
2. This item may vary. The range of the value for this item is from 45 through 120.
3. This term may be replaced by another term, e.g. member, union member.

#### Forms GP-1-A-CAN-IDB-12 and CGP-3-A-CAN-IDB-12

1. This text is illustrative and may vary on a case by case basis.
2. This text may vary. The range of values for this item is from \$1,000 to \$25,000 in increments of \$500.
3. This text will be deleted if a Benefit Waiting Period is not included.
4. This text may vary to read "45", "60", "75" or "90".
5. This text may be deleted if the plan does not include an Auto-Increase feature.
6. This item may vary to read "5%", "15%", "20%" or "25%".
7. This item may vary. The range of the value for this item is from 3 through 10.
8. The name and title of the Guardian officer may change. The Company address may change.
9. This text will be deleted if the plan does not provide coverage for dependents.
10. This term may be replaced by another term, e.g. member, union member.
11. This term may be replaced by another term, e.g. participating employer.

**VARIABLE MEMORANDUM  
FORM GG-016350**

1. This text may be deleted if rates are not changing at the time coverage is ported.
2. This text may be deleted or included based on how premium rates are determined.

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## PORTABLE CANCER CERTIFICATE OF COVERAGE

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The Guardian Life Insurance Company of America (Guardian) certifies that it has issued a Group Conversion and Portability Trust Insurance Policy (Group Policy) to the Trustee of The Guardian Life Group Conversion and Portability Trust. The Group Policy insures those certificate holders: (a) who have applied for coverage; and (b) who have paid the first full premium. Terms which affect coverage are shown in the following pages. The Group Policy is issued in the State of Rhode Island in accordance with its laws and rules. Those laws and rules govern in resolving any questions about the Group Policy.

**The Guardian** Life Insurance Company of America

<sup>1</sup>[



SPECIMEN

Second Vice President & Actuary, Group Insurance ]

Certificate Holder: <sup>2</sup>[ John Doe

Group Policy Number: G-310685

Certificate Number: 12345

Certificate Date of Issue: January 1, 2007

Certificate Anniversary Date: January 1 of Each Later Year

Administrative Office: 123 Elm Street  
The Guardian  
Appleton Wisconsin

Claims Office: 123 Elm Street  
The Guardian  
Bethlehem, Pennsylvania ]

**Right To Cancel** This certificate may be returned to us for any reason within <sup>3</sup>[ 20 days ] of its receipt. It can be returned in person or by first class mail to our administrative office. At the time of such delivery or mailing, the certificate will be deemed void from its effective date. Any premium paid will be refunded to you.

**Important Notice** **This is cancer coverage. It provides a limited specified benefit. It is a supplement to, and not a substitute for, medical coverage.**

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<sup>4</sup>[Schedule of Insurance

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## SCHEDULE OF INSURANCE

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### Cancer Benefit

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<sup>5</sup> [	<b>Benefit Waiting Period</b> .....	30 days
	<b>Benefits</b>	
	<b>Air Ambulance</b>	<sup>6</sup> [\$250] per trip. Limited to <sup>7</sup> [2] one-way trips per <i>hospital confinement</i> .
	<b>Alternative Care (Palliative Care or Lifestyle Benefits) :</b>	<sup>8</sup> [\$50] per visit. Limited to <sup>9</sup> [20] visits per <i>benefit year</i> combined.
	<b>Ambulance:</b>	<sup>10</sup> [\$200] per trip. Limited to <sup>7</sup> [2] one-way trips per <i>hospital confinement</i> .
	<b>Anesthesia:</b>	<sup>11</sup> [25%] of surgery benefit.
	<b>Anti-Nausea Medication:</b>	<sup>12</sup> [\$50] per day up to <sup>13</sup> [\$150] per month.
	<b>Attending Doctor:</b>	<sup>14</sup> [\$25] per day. Limited to <sup>15</sup> [75] visits per <i>hospital confinement</i> .
	<b>Blood, Plasma and Platelets:</b>	<sup>16</sup> [\$50] per day. Limited to <sup>17</sup> [\$5000] in 12 months
	<b>Bone Marrow and Stem Cells:</b>	<sup>18</sup> [\$10,000] for <i>bone marrow transplant</i> . <sup>19</sup> [\$2,500] for <i>stem cell transplant</i> . <sup>20</sup> [50%] for second transplant .
	<b>Cancer Screening:</b>	<sup>21</sup> [\$50] per <i>benefit year</i> .
	<b>Cancer Screening Follow-Up:</b>	<sup>21</sup> [\$50] per <i>benefit year</i> .]
	<b>Experimental Treatment:</b>	<sup>22</sup> [\$100] per day. Limited to <sup>23</sup> [\$1000] per month.
	<b>Extended Care Facility/Skilled Nursing Care:</b>	<sup>24</sup> [\$100] per day. <sup>25</sup> [Limited to 90 days per <i>benefit year</i> ] .

<sup>5</sup>**[Government or Charity Hospital:** <sup>26</sup>[\$300] per day in lieu of other benefits provided by this *plan* .

**Home Health Care:** <sup>27</sup>[\$50] per visit.  
Limited to <sup>28</sup>[30] visits per *benefit year*.

**Hormone Therapy** <sup>14</sup>[\$25] per treatment.  
Limited to <sup>59</sup>[12] per *benefit year*.

**Hospice:** <sup>27</sup>[\$50] per day.  
Limited to <sup>29</sup>[100] days per lifetime.

**Hospital Confinement:** <sup>30</sup>[\$300] for first <sup>28</sup>[30] days per *period of hospital confinement*.  
<sup>31</sup>[\$600] for 31<sup>st</sup> day and thereafter per *period of hospital confinement* .

**Immunotherapy:** <sup>33</sup>[\$500] per month.  
<sup>34</sup>[\$2500] per lifetime.

**Intensive Care Unit Confinement:** <sup>30</sup>[\$300] for first 30 days per confinement.  
<sup>31</sup>[\$600] for 31<sup>st</sup> day and thereafter Confinement.

**Initial Diagnosis:** <sup>32</sup>[\$2500].

**Inpatient Special Nursing:** <sup>35</sup>[\$100] per day.  
Limited to <sup>28</sup>[30] days per *benefit year*.

**Medical Imaging:** <sup>35</sup>[\$100] per image.  
Limited to <sup>36</sup>[2] images per *benefit year*.

**Outpatient and Family Member Lodging:** <sup>37</sup>[\$75] per day.  
Limited to <sup>38</sup>[90] days per *benefit year*.

**Outpatient or Ambulatory Surgical Center:** <sup>39</sup>[\$250] per day.  
Limited to <sup>36</sup>[3] days per procedure ] .]

**<sup>5</sup>[Physical or Speech Therapy:**

<sup>14</sup>[\$25] per visit.

Limited to <sup>40</sup>[4] visits per month.

Limited to <sup>41</sup>[\$400] per lifetime.

**Surgically Implanted Prosthetic Devices:**

<sup>42</sup>[\$ 2000] per device.

Limited to <sup>43</sup>[\$4000] per lifetime.

**Non-Surgically Implanted Prosthetic Devices:**

<sup>44</sup>[\$ 200] per device.

Limited to <sup>45</sup>[\$400] per lifetime.

**Radiation Therapy and Chemotherapy:**

<sup>46</sup>[\$4000] per *benefit year*.

Injected cytotoxic meds

<sup>47</sup>[\$300] per week.

Pump dispensed cytotoxic meds

(first prescription then per week for refills)

<sup>47</sup>[\$300] per week.

Oral cytotoxic meds <sup>48</sup>[\$150] per prescription up to

<sup>47</sup>[\$300] per week

Cytotoxic meds administration by any other method

<sup>47</sup>[\$300] per week.

External radiation therapy

<sup>47</sup>[\$400] per week.

Insertion of interstitial or intracavity admin

of radioisotopes or radium

<sup>47</sup>[\$450] per week.

Oral of I.V. radiation

<sup>47</sup>[\$400] per week.

**Reconstructive Surgery:**

Breast TRAM flap

<sup>49</sup>[\$2000].

Breast reconstruction

<sup>50</sup>[\$500].

Breast symmetry

<sup>50</sup>[\$250].

Facial reconstruction

<sup>50</sup>[\$500].

**Reproductive Benefits:**

<sup>51</sup>[\$1500] for egg harvesting

<sup>52</sup>[\$500] for egg storage.

<sup>52</sup>[\$500] for sperm storage.

<sup>53</sup>[\$2000] lifetime limit for  
all reproductive benefits.] ]

<sup>5</sup>**[Second Surgical Opinion:**

<sup>54</sup>**[\$200]**

Limited to one per surgical procedure.

**Skin Cancer:**

Biopsy only <sup>55</sup>[\$100].

Reconstructive surgery following excision of a skin cancer <sup>55</sup>[\$250].

Excision of a skin cancer with no flap or graft <sup>55</sup>[\$375].

Excision of a skin cancer with flap or graft <sup>55</sup>[\$600].

**Surgical Benefits:**

<b>Surgery</b>	<b>Surgical Benefit</b>
<sup>56</sup> [Mandible – Mandibulectomy	\$2,300.
Breast - lumpectomy	\$300.
Breast - mastectomy partial	\$300.
Breast - mastectomy simple	\$550.
Breast - mastectomy radical	\$1,200.
Throat - Laryngectomy (w/out neck dissection)	\$1,100.
Throat - Laryngectomy (with neck dissection)	\$2,200.
Throat - Laryngoscopy	\$150.
Throat - Tracheostomy	\$150.
Chest - Bronchoscopy	\$200.
Chest - Thoracentesis	\$150.
Chest - Thoracostomy	\$150.
Chest - Thoracotomy	\$500.
Chest - Pneumonectomy	\$1,200.
Chest - Lobectomy	\$1,100.
Chest - Wedge resection	\$750.
Misc - Venous-Catheters/venous port (chemo)	\$150.
Misc - Bone marrow aspiration	\$150].



<sup>5</sup> [ <sup>56</sup> [Lymphatic - Splenectomy	\$675.
Lymphatic - Excision of lymph nodes	\$175.
Lymphatic - Lymphadenectomy (bilateral)	\$775.
Lymphatic - Lymphadenectomy (unilateral)	\$1,100.
Lymphatic - Axillary node dissection	\$650.
Chest - Mediastinoscopy	\$300.
Mouth - Hemiglossectomy	\$350.
Mouth - Glossectomy	\$1,300.
Mouth - Resection of palate	\$600.
Salivary glands - Parotidectomy	\$900.
Salivary glands - Radical neck dissection	\$2,200.
Mouth - Tonsil/Mucous membranes	\$875.
Esophagus - Resection of esophagus	\$3,500.
Esophagus - Esophagoscopy	\$150.
Stomach - Gastroscopy	\$225.
Intestines - ERCP	\$400.
Esophagus - Esophagogastrectomy	\$925.
Stomach - Gastrectomy (complete)	\$1,300.
Stomach - Gastrectomy (partial)	\$975.
Stomach - Gastrojejunostomy	\$800.
Intestines - Resection of small intestine	\$925.
Intestines - Colectomy	\$800.
Intestines - Ileostomy	\$750.
Intestines - Colostomy/or revision of	\$600.
Intestines - Excisional on rectum for biopsy	\$200.
Intestines - Abdominal-perineal resection	\$1,200.]

<sup>5</sup> [ <sup>56</sup> [Intestines - Proctosigmoidoscopy	\$150.
Intestines - Sigmoidoscopy	\$150.
Intestines - Colonoscopy (does not include virtual or CT Colonography)	\$250.
	.
Liver - Resection of liver	\$3,300.
Abdomen - Cholecystectomy	\$750.
Pancreas - Pancreatectomy	\$1,200.
Pancrease - Whipple procedure	\$4,600.
Pancreas - Jejunostomy	\$1,600.
Abdomen - Exploratory laparotomy	\$525.
Abdomen - Paracentesis	\$150.
Kidney - Nephrectomy (simple)	\$900.
Kidney - Nephrectomy (radical)	\$1,600.
Bladder - Cystectomy (partial)	\$750.
Bladder - Cystectomy (complete)	\$4,500.
Bladder - Cystectomy (with ureteroileal conduit)	\$5,500.
Prostate - Cystoscopy	\$150.
Bladder - Cystoscopy	\$150.
Bladder - (TUR) transurethral resection bladder tumors	\$400.
Prostate - (TUR) transurethral resection prostate	\$800.
Penis - amputation, partial	\$525.
Penis - amputation, complete	\$800.
Penis - amputation, radical	\$1,300.
Testis - Orchiectomy (unilateral)	\$325.
Testis - Orchiectomy (bilateral)	\$500.]
	.

<sup>5</sup> [ <sup>56</sup> [Prostate - Radical prostatectomy]	\$1,700.
Vulva - Vulvectomy (partial)	\$575.
Vulva - Vulvectomy (radical)	\$700.
Female Reproductive - Colposcopy	\$150.
Female Reproductive - D&C	\$175.
Female Reproductive - Abdominal hysterectomy/uterus only	\$1,200.
Female Reproductive - Uterus, tubes & ovaries with exenteration	\$5,000.
Female Reproductive - Vaginal hysterectomy/uterus only	\$1,000.
Female Reproductive - Oophorectomy	\$575.
Female Reproductive - Uterus, tubes & ovaries	\$1,500.
Thyroid - Thyroidectomy (partial: one lobe)	\$800.
Thyroid - Thyroidectomy (total: both lobes)	\$1,300.
Brain - Burr holes not followed by surgery	\$600.
Brain - Exploratory craniotomy	\$2,100.
Brain - Excision brain tumor	\$3,300.
Brain - Ventriculoperitoneal shunt	\$1,600.
Spine - Cordotomy	\$1,300.
Spine - Laminectomy	\$3,300.
Eye - Enucleation	\$800.
Radium Implants - Insertion	\$1,100.
Radium Implants - Removal	\$600.]

**Transportation/Companion Transportation:** <sup>57</sup>[\$0.50] per mile.

Limited to <sup>58</sup>[1000] miles per round trip.]

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## DEFINITIONS

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<sup>64</sup> <b>[Accredited Practitioner]</b>	This term means a naturopathic doctor, ayurvedic practitioner, bio-feedback practitioner or hypnotherapist who is licensed (if applicable) under the laws of the state where treatment is received as qualified to treat the type of condition for which a claim is being made. If licensed, the practitioner must be practicing within the scope of his or her license.
<b>Ayurvedic Medicine</b>	This term means a practice of health promotion, disease prevention, and personal growth that includes physical, psychological and spiritual aspects. ayurvedic practices are intended to promote well being and reduce stress and may include yoga, meditation, massage, dietary changes and herbs.
<b>Ayurvedic Practitioner</b>	This term means an accredited practitioner who has been certified through the American Association of Drugless Accredited Practitioners for Ayurvedic Medicine.
<b>Ambulatory Surgical Center</b>	<p>This term means a facility in which outpatient surgery is done. It must meet all of the requirements shown below:</p> <ul style="list-style-type: none"><li>• have a medical staff of doctors, nurses, and licensed anesthesiologist;</li><li>• maintain at least two operating rooms; and one recovery room;</li><li>• maintain diagnostic lab and x-ray facilities;</li><li>• be staffed and equipped to give emergency care;</li><li>• have a blood supply;</li><li>• maintain medical records;</li><li>• have agreements with hospitals for immediate acceptance of patients who need inpatient confinement; and</li><li>• be licensed in accord with the laws of the appropriate legally authorized agency.</li></ul> <p>A facility is not an ambulatory surgical center if it is part of a hospital.</p>
<b>Benefit Waiting Period</b>	This term means the period of time you must be covered under this plan before we pay any benefits.
<b>Benefit Year</b>	This term means each period of 12 months in a row which starts on <sup>72</sup> [January 1 and ends on December 31.]
<b>Bio-Feedback</b>	This term means a therapy that trains and uses the mind to control body functions that are typically regulated automatically such as muscle tension, heart rate, blood pressure or temperature.
<b>Bio-Feedback Practitioner</b>	This term means an accredited practitioner who has a bachelor's degree in a health related profession, such as a degree in medicine, osteopathy or naturopathic medicine and who has received certification from the Biofeedback Society of America and is currently licensed in the state where he or she practices.
<b>Board Certified</b>	This term means a doctor who has been certified in the appropriate medical specialty by a member board of the American Board of Medical Specialties.
<b>Bone Marrow Transplant</b>	This term means a procedure in which a patient's bone marrow is replaced with cellular elements to reconstitute the bone marrow. It may be preceded by chemotherapy, radiotherapy, or other treatments which cause residual bone marrow to be destroyed. The collection of stem cells or other peripheral blood cells and their reinfusion is not a bone marrow transplant.]

<sup>64</sup> <b>[Cancer]</b>	This term means you have been <i>diagnosed</i> with a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells in any part of the body. This includes leukemia, Hodgkin's disease, lymphoma, sarcoma, malignant tumors and melanoma. Cancer includes carcinomas in-situ (in the natural or normal place, confined to the site of origin, without having invaded neighboring tissue). Pre-malignant conditions or conditions with malignant potential, such as myelodysplastic and myeloproliferative disorders, carcinoid, leukoplakia, hyperplasia, actinic keratosis, polycythemia, and nonmalignant melanoma, moles or similar diseases or lesions will not be considered cancer.
<b>Clinic</b>	This term means an institution, building or part of a building where outpatients receive treatment for <i>diagnoses</i> .
<b>Covered Person</b>	This term means you, if you are covered under this plan <sup>62</sup> [and your covered dependents].
<sup>92</sup> <b>[Eligible Dependents]</b>	<p><sup>94</sup>[This term means: (a) your legal spouse <sup>95</sup>[or your domestic partner] who is under age <sup>94</sup>[70]; (b) your unmarried dependent children <sup>96</sup>[or your domestic partner's unmarried children] until they reach age <sup>94</sup>[23]; and (c) your unmarried dependent children, from age <sup>94</sup>[23] until they reach age <sup>94</sup>[25], who are enrolled as full-time students at accredited schools.]</p> <p>Your "unmarried dependent children" include: (a) your legally adopted children: and (b) if they depend on you for most of their support and maintenance, your step-children. We treat a child as legally adopted from the time the child is placed in your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.</p> <p>A dependent who is on active duty in any armed force is not an eligible dependent.]</p>
<b>Diagnosed or Diagnosis</b>	<p>These terms mean the establishment of cancer by a doctor through the use of clinical and/or lab findings.</p> <p>Diagnosis of cancer must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a doctor who is board certified in pathology. If, however, in the opinion of the attending doctor, a pathological diagnosis is medically inappropriate, a clinical diagnosis of cancer will be accepted.</p>
<b>Doctor</b>	This term means any practitioner of the healing arts that: (a) is properly licensed or certified by the laws of the state in which he or she practices; and (b) provides services that are within the lawful scope of his or license.
<b>Extended Care Facility or Skilled Nursing Facility</b>	This term means a facility which mainly provides full-time inpatient skilled nursing care for sick or injured people who do not need to be in a hospital. This plan recognizes such a place if it carries out its stated purpose under all relevant state and local laws, and it is: (a) accredited for its stated purpose by the Joint Commission of Healthcare Organizations; or (b) approved for its stated purpose by Medicare. In some places an extended care facility is called: (a) a rehabilitation facility; or (b) a skilled nursing facility; or (c) a sub-acute facility.
<b>Family Member</b>	This term means your spouse, brother or sister (including stepbrother or stepsister), children (including stepchildren), parents (including stepparents), grandchildren, father or mother-in-law, and spouses, if applicable, of any of these.
<b>Hospice</b>	This term means a licensed facility or program which provides a coordinated set of services at home or in a facility for persons who are certified by a doctor as terminally ill.]

<sup>64</sup> [ <b>Hospital</b>	<p>This term means a short-term, acute care general facility, which:</p> <ol style="list-style-type: none"> <li>(1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;</li> <li>(2) has organized departments of medicine and major surgery;</li> <li>(3) has a requirement that every patient must be under the care of a doctor or dentist;</li> <li>(4) provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);</li> <li>(5) is duly licensed by the agency responsible for licensing such hospitals; and]</li> <li>(6) <sup>64</sup>[is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.</li> </ol>
<b>Hypnotherapist</b>	This term means an accredited practitioner who has been certified by the American Board of Hypnotherapy or the American Clinical Board of Hypnotherapy.
<b>Hypnotherapy</b>	This term means a change in a person's conscious awareness, induced by another person, which may alter memory and consciousness, increase susceptibility to suggestions, and bring about responses and ideas that may be considered unusual.
<b>Immunotherapy</b>	This term means treatments intended to improve the immune system by providing antibodies, colony stimulating factors, or immunoglobulins for the purpose of treating cancer.
<b>Inpatient</b>	This term means: (a) a covered person who is physically confined as a registered bed patient in a hospital or other recognized health care facility; or (b) the confinement itself.
<b>Intensive Care Unit</b>	This term means a hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds or wards normally used for patient confinement. In addition, the unit must provide the following: (a) 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis; (b) direction and/or supervision by a full time physician director or a standing "intensive care" committee of the medical staff; and (c) special medical apparatus used to treat the critically ill.
<b>Internal Cancer</b>	This term means a cancer contained within the body. Internal cancers do not include skin cancer except for melanomas classified as Clark's level III and higher or a Breslow level greater than or equal to 1.5mm.
<b>Naturopathic Doctor</b>	This term means an accredited practitioner who has graduated from a four year naturopathic medical school, which is accredited by the Council on Naturopathic Medical Education.
<b>NCI-Listed</b>	This term means a cancer treatment protocol that is listed in the National Cancer Institute's (NCI) Physician Data Query (PDQ). The PDQ is an on-line database that contains cancer information summaries, listings of clinical trials, and directories of doctors and organization involved in cancer care.
<b>Palliative Care</b>	This term means treatment or services designed to reduce the severity of a condition or symptoms without curing the underlying disease.]

<sup>64</sup> <b>[Period of Hospital Confinement]</b>	This term means hospital confinement for a continuous and uninterrupted period of time while under the regular care and attendance of a doctor. A new period of hospital confinement will begin if a new hospital confinement occurs <sup>73</sup> [30] or more days after the end of the previous hospital confinement or if the hospital confinement results from a completely independent cause from the previous hospital confinement. ]
<sup>64</sup> <b>[Plan]</b>	This term means the benefits offered under this certificate of coverage.
<b>Pre-Existing Condition</b>	A pre-existing condition is a <i>cancer</i> , whether diagnosed or misdiagnosed, for which in the <sup>74</sup> [6] months before a person becomes covered by this <i>plan</i> , he or she: (1) received advice or treatment from a <i>doctor</i> ; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a <i>doctor</i> .
<b>Stem Cell Transplant</b>	This term means the delivery of autologous or allogeneic stem cells to a person who has received chemotherapy or radiology to treat internal cancer. This definition does not include allogeneic or autogeneic bone marrow collection and infusion of bone marrow under general anesthesia.
<b>We, Us and Our</b>	These terms mean The Guardian Life Insurance Company of America.
<b>You or Your</b>	These terms mean the certificateholder named on the first page of this certificate of coverage.]

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## GENERAL PROVISIONS

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### Premiums

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- Initial Premium** We have set your initial premium rates. These rates are shown in the premium notice which was given to you either prior to, or with, this Certificate of Coverage. <sup>60</sup>[Your premium rates increase automatically as you get older.]
- Change In Premium** We may set new premium rates which will become effective at any time. We will give you <sup>61</sup>[ 31 days ] advance written notice of the change.
- Premium Payment** Your first premium payment must be submitted with your application for coverage. Later premium payments are due as specified in the premium notice which has been given to you.
- Grace Period** You will be allowed a <sup>61</sup>[31] day grace period for each premium payment except the first. During the grace period, your coverage will remain in force. If your owed premium is not paid by the end of the grace period, your coverage will end as of the day the premium first became due.

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### Non-Renewal And Cancellation

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- Non-Renewal** We will renew this coverage on the Certificate Anniversary Date except for one of the following reasons: (a) non-payment of premiums; or (b) when we are refusing to continue all plans of this type due to cancellation of the Group Policy.
- Except for non-payment of premiums, we will provide you with <sup>61</sup>[ 31 days ] advance written notice of our intent not to renew.
- Cancellation** You may cancel this coverage at any time by giving us written notice. Your coverage will then end for you <sup>62</sup>[ and any covered dependents ] as of the date we receive it, or any later date specified in the notice.
- If you cancel your coverage, we will return any unearned portion of the premium paid on a pro-rata basis.
- No Prejudice To Claims** Cancellation will be without prejudice to claims incurred prior to the date of cancellation.



## Other General Provisions

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<b>The Contract - Changes</b>	<p>This Certificate of Coverage is not an insurance policy. It is an evidence of coverage under a Group Policy issued to <sup>63</sup>[ Bank Newport ] as policyholder and trustee. The Group Policy includes any amendments to the Group Policy, the applications of people insured under the Group Policy, the applications of the trustee for insurance, and each Certificate of Coverage issued under the Group Policy. These items when read together are the contract for the insurance provided. The terms of coverage and benefits applicable to you are explained in this Certificate of Coverage, but determined in accordance with the terms of the Group Policy.</p> <p>The Group Policy may be amended at any time, without your consent or the consent of any other person having a beneficial interest in the Group Policy. But any such amendment will be without prejudice to any claim arising prior to the date of the change.</p>
<b>Limitation Of Authority</b>	<p>No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for us to: (a) determine whether any Certificate of Coverage is to be issued; (b) waive or alter any provisions of the Group Policy or Certificate of Coverage, or any requirements of Guardian; (c) bind us by any statement or promise relating to any Certificate of Coverage issued or to be issued; or (d) accept any information or representation which is not in a signed application.</p>
<b>Time Limit On Certain Defenses</b>	<p>We cannot use a misstatement made in any application, whether under the group plan from which you ported, or this Certificate of Coverage, to void this coverage or to deny a claim for a loss incurred after the end of two years from the date you signed any such application.</p>
<b>Examination And Autopsy</b>	<p>We have the right to have a <i>doctor</i> of our choice examine the person for whom a claim is being made under this <i>plan</i> as often as we feel necessary. And, where allowed by law, we have the right to have an autopsy performed prior to the payment of any benefits under this <i>plan</i>. We will pay for all such examinations and autopsies.</p>

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## CLAIMS PROVISIONS

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Your right to make a claim for any cancer benefits provided by this *plan*, is governed as shown below.

**Notice** You must send us written notice of a *cancer* diagnosis or treatment for which a claim is being made within <sup>65</sup> [ 20 days ] of the date the *cancer* is diagnosed or treatment starts. . This notice should include your name, certificate number, and policy number. <sup>62</sup> [ If the claim is being made for one of your covered dependents, his or her name should also be noted. ]

**Proof Of Loss** We will furnish you with forms for filing proof of loss within <sup>65</sup> [ 15 days ] of receipt of notice. But, if we do not furnish the forms on time, we will accept a written description and adequate documentation of the *cancer* that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made. You must send us written proof within <sup>65</sup> [90 days] of the loss.

**Late Notice Or Proof** We will not void or reduce your claim if you cannot send us notice and proof of loss within the required time. But, you must send us notice and proof as soon as reasonably possible.

**Payment Of Benefits** This *plan* pays all *cancer* benefits to you, if you are living. If you are not living, this *plan* has the right to pay all *cancer* benefits to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; (e) your brothers and sisters; and (f) any unpaid provider of health care services.

**Limitations Of Actions** You cannot bring a legal action against this *plan* until <sup>65</sup> [ 60 days ] from the date you file proof of loss. And, you cannot bring legal action against this *plan* after <sup>65</sup> [ three years ] from the date you file proof of loss.

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## WHEN COVERAGE BEGINS AND ENDS

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**Effective Date** Your coverage under this *plan* becomes effective as of 12:01 A.M. Standard Time on the Certificate Date of Issue in the place you signed your application.

<sup>62</sup> [ Your spouse <sup>95</sup> [your domestic partner] <sup>96</sup> [and/or ] your dependent child(ren) <sup>96</sup> [ and your domestic partner's dependent children] becomes effective on the date your coverage becomes effective, but only if: (a) they are *eligible dependents*; (b) they were covered under the group plan from which this port was made on the date you lost that prior coverage; and (c) they are listed on your application. ]

<sup>62</sup> [ **Adding Dependents** You may not add any dependents after the Certificate Date of Issue. ]

**Termination Of Coverage** Your coverage ends on the earliest of the following dates: (a) the date the Group Policy is terminated; (b) the date you fail to pay any required premium; (c) the date you die <sup>70</sup> [ ; (d) the date you reach age <sup>71</sup> [ 70].

<sup>62</sup> [ Coverage ends for each dependent on the date your coverage ends. Coverage for a dependent also ends on the date each dependent ceases to be an *eligible dependent*. If you ask us to terminate the coverage of your spouse or all of your dependent children, that coverage will end as of the date your request is received, or any later date specified in the notice. ]

If your <sup>62</sup> [ and/or a dependent's ] coverage ends, we will return any unearned portion of the premium paid on a pro-rata basis.

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## THE CANCER BENEFIT

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### The Benefit

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Subject to all of this *plan's* terms, this *plan* will pay the benefits described below, less any benefit amounts paid under the group plan from which this coverage ported, if a *covered person* is *diagnosed* with *cancer*<sup>99</sup>**[both]** after the date he or she becomes insured by this *plan*<sup>99</sup>**[and after the end of the *benefit waiting period*. ]** . This *plan* pays no benefits other than what is specifically listed below.<sup>100</sup>**[All services or treatment must be received by the *covered person* while insured by this *plan*.]**

<sup>101</sup>**[All services or treatment must be received by the covered person within**  
<sup>102</sup>**[120 days} of the date his or coverage under this plan ends.]**

All terms in *italics* are defined terms with special meanings. See the "Definitions" section of this *plan*. Other terms with special meanings are defined where they are used.

<sup>66</sup>**[Air Ambulance** We will pay the amount shown in the schedule of insurance if a licensed professional air ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for *internal cancer* treatment. We limit what we pay to <sup>75</sup>**[two]** one-way trips per *period of hospital confinement*.

**Alternative Care** We pay the amount shown in the schedule of insurance for alternative care benefits if a *covered person* is diagnosed with *internal cancer*. We will require that the *cancer diagnosis* be reconfirmed on a regular basis, either by *proof* of ongoing treatment, or by a *doctor's* recertification. We limit what we pay each *benefit year* to the number of visits shown in the schedule of insurance for *palliative care* and lifestyle benefits combined. And we limit what we pay for *palliative care* and Lifestyle Benefits combined to two *benefit years* in *covered person's* lifetime.

1. *Palliative Care* Benefit: We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner bio-feedback* and hypnosis.
2. Lifestyle Benefit - We will pay the amount shown in the schedule of insurance for each visit to an *accredited practitioner* for smoking cessation, yoga, meditation, relaxation techniques and nutritional counseling.

**Ambulance** We will pay the amount shown in the schedule of insurance if a licensed professional ambulance is used to transport a *covered person* to a *hospital* where a *covered person* is confined as an *inpatient* for *internal cancer* treatment. We limit what we pay to <sup>75</sup>**[two]** one-way trips per *period of hospital confinement*.

**Anesthesia** If general anesthesia is provided to a *covered person* in connection with a surgical procedure covered under the Surgical Benefits section, we will pay <sup>76</sup>**[25%]** of the amount shown in the schedule of insurance for the surgical procedure.

**Anti-Nausea Medication** We will pay the amount shown in the schedule of insurance if a *doctor* prescribes a *covered person* drugs to control nausea related to chemotherapy or radiation for *internal cancer* treatments. We limit what we pay each month to the amount shown in the schedule of insurance.

<b>Attending Physician</b>	We will pay the amount shown in the schedule of insurance if a <i>covered person</i> is visited by a <i>doctor</i> for the treatment of <i>internal cancer</i> while confined in a <i>hospital</i> . We don't pay for visits by the operating surgeon. We limit what we pay per <i>period of hospital confinement</i> to the number of days shown in the schedule of insurance.
<b>Blood, Plasma and Platelets</b>	We will pay the amount shown in the schedule of insurance for each day a covered person receives blood, plasma and/or platelets for the treatment of internal cancer. We pay whether the blood, plasma and/or platelets is received as an inpatient in a hospital or as an outpatient in a doctor's office, hospital or ambulatory surgical center. We don't pay for blood, plasma and/or platelets for any other reason, including replacement of blood during surgery. And we limit what we pay in the <sup>77</sup> [12 months which starts on the date of the first treatment to the amount shown in the schedule of insurance]. ]
<sup>66</sup> <b>[Bone Marrow and Stem Cells]</b>	We will pay the amount shown in the schedule of insurance if a <i>covered person</i> receives a <i>bone marrow transplant</i> or <i>stem cell transplant</i> to treat <i>internal cancer</i> .
<b>Cancer Screening</b>	<p>Once per <i>benefit year</i>, we will pay the amount in the schedule of insurance if you provide <i>proof</i> satisfactory to us that a <i>covered person</i> received at least one of the following tests for <i>internal cancer</i>. <sup>78</sup>[; (1) bone marrow testing; (2) BRCA testing; (3) breast ultrasound; (4) breast MRI; (5) colonoscopy or virtual colonoscopy; (6) CA 125 test (blood test for ovarian cancer); (7) CA 15-3 test (blood test for breast cancer); (8) CEA (blood test for colon cancer) (9) chest x-ray; (10) CT scans or MRI scans; (11) flexible sigmoidoscopy; (12)hemocult stool specimen (lab confirmed); (13) mammogram; (14) pap smear;; (15) PSA (blood test for prostate cancer); (16) Serum Protein Electrophoresis (test for myeloma); (17) testicular ultrasound; (18) thermography; or (19) ThinPrep.]</p> <p>We will pay this benefit once per <i>benefit year</i> for each <i>covered person</i> regardless of whether multiple tests are performed. We will pay this benefit whether or not <i>cancer</i> is diagnosed.</p>
<b>Cancer Screening Follow-Up</b>	Once per <i>benefit year</i> , we will pay the amount shown in the schedule of insurance for an additional invasive diagnostic procedure provided to a <i>covered person</i> . We will pay this benefit only if the procedure is recommended by a <i>doctor</i> as necessary due to the results of the <i>initial cancer</i> screening procedure.
<b>Experimental Treatment</b>	<p>We pay the amount shown in the schedule of insurance if a <i>doctor</i> prescribes experimental treatment for a <i>covered person</i> for the purpose of destroying or changing abnormal tissue, and the treatment is administered by medical personnel in a <i>doctor's office</i>, <i>clinic</i> or <i>hospital</i>. All treatment must be <i>NCI-listed</i> as viable experimental treatment for <i>internal cancer</i>.</p> <p>We will not pay benefits under this provision for laboratory tests, <i>immunotherapy</i>, diagnostic x-rays, and therapeutic devices or other procedures related to the treatments. We will not pay benefits under this provision for the same day the radiation and chemotherapy benefit is payable. However if a <i>covered person</i> is eligible for both the experimental treatment benefit and the radiation and chemotherapy benefit on the same day, then we will pay the higher benefit.</p>
<b>Extended Care Facility/Skilled Nursing Care</b>	If we pay benefits under this <i>plan's hospital</i> confinement section for a <i>covered person</i> , and such <i>covered person</i> subsequently is confined to an <i>extended care</i> or <i>skilled nursing facility</i> for the treatment of <i>internal cancer</i> , we will pay the amount in the schedule of insurance. The <i>extended care</i> or <i>skilled nursing facility</i> confinement must start within <sup>79</sup> [30] days of the end of the <i>hospital</i> confinement. We limit what we pay each <i>benefit year</i> to the number of days shown in the schedule of insurance.

<b>Government or Charity Hospital</b>	In lieu of all the other benefits provided by this <i>plan</i> , we will pay the amount shown in the schedule of insurance per day when a <i>covered person</i> is confined to: (a) a <i>hospital</i> operated by or for the U.S. Government (including the Veteran's Administration); or (b) a <i>hospital</i> that does not charge for its services (charity). The confinement must be for the treatment of <i>internal cancer</i> .
<b>Home Health Care</b>	<p>We pay the amount shown in the schedule of insurance if a <i>covered person</i> receives home health care or health support services for the treatment of <i>cancer</i>. We limit what we pay each <i>benefit year</i> to the limit shown in the schedule of insurance.</p> <p>However, these services must start within <sup>81</sup>[seven] days of release from a <i>hospital</i>. And the <i>covered person's doctor</i> must certify that the <i>covered person</i> would need to be <i>hospital</i> confined if home health care was not available. ]</p> <p><sup>66</sup> [We will pay benefits under this section only if the home health care or health support services providers are licensed or certified and as qualified as caregivers providing comparable services at a <i>hospital</i> or other appropriate medical facility. <sup>93</sup>[This benefit will not be paid for any day a benefit is paid under the <i>hospice</i> section. If a <i>covered person</i> is eligible for both a benefit under the home health care and <i>hospice</i> sections on the same day, we will pay the higher amount.]</p>
<b>Hormone Therapy</b>	If a <i>doctor</i> prescribes, and a <i>covered person</i> receives hormone therapy as a treatment for <i>internal cancer</i> , we will pay the amount shown in the schedule of insurance. We limit what we pay to the number of treatments shown in the schedule of insurance each <i>benefit year</i> .
<b>Hospice</b>	<p>We pay the amount shown in the schedule of insurance per day if a <i>covered person</i> receives <i>hospice care</i>. We limit what we pay to the number of days shown in the schedule of insurance during the <i>covered person's</i> lifetime.</p> <p>We require that the <i>covered person's doctor</i> certify in writing that the <i>covered person</i> is terminally ill as a result of <i>internal cancer</i>, with a life expectancy of less than <sup>82</sup>[six] months.</p> <p><sup>83</sup>[This benefit is not payable on the same day the <i>extended care facility</i>, <i>home health care</i> or <i>hospital confinement</i> benefit is payable. However, if a <i>covered person</i> is eligible for the <i>extended care facility</i>, <i>home health care</i>, <i>hospice</i> or <i>hospital confinement</i> benefit on the same day, we will pay the highest benefit.]</p>
<b>Hospital Confinement</b>	We will pay the amount shown in the schedule of insurance for each day during a <i>period of hospital confinement</i> in which a <i>covered person</i> is confined in a <i>hospital</i> for the treatment of <i>internal cancer</i> .
<b>Intensive Care Unit Confinement</b>	We will pay the amount shown in the schedule of insurance if a <i>covered person</i> is confined in a <i>hospital's intensive care unit</i> for the treatment of <i>internal cancer</i> . We don't pay for <i>intensive care unit confinement</i> and <i>hospital confinement</i> on the same day.
<b>Immunotherapy</b>	<p>If a <i>doctor</i> prescribes immunotherapy for a <i>covered person</i> as treatment for <i>internal cancer</i>, we will pay the amount shown in the schedule of insurance each month. And we limit what we pay in a <i>covered person's</i> lifetime to the amount shown in the schedule of insurance.</p> <p><sup>83</sup>[We will not pay benefits under this provision for the same treatment under this <i>plan's</i> radiation therapy or chemotherapy provision or the experimental treatment provision. However, if a <i>covered person</i> is eligible for the immunotherapy, radiation therapy or chemotherapy and the experimental treatment benefit on the same day, then we will pay the highest benefit.]</p>

<b>Inpatient Special Nursing</b>	<p>While a <i>covered person</i> is an <i>inpatient</i> being treated for <i>internal cancer</i>, we pay the amount shown in the schedule of insurance each day for <i>inpatient</i> special nursing if a <i>covered person</i> requires full-time nursing care. Full-time means at least <sup>84</sup>[8] hours of attendance in a 24 hour period. We limit what we pay each <i>benefit year</i> to the number of days shown in the schedule of insurance.</p> <p>Nursing care must be ordered by a <i>doctor</i> for the treatment of <i>internal cancer</i>, and must be provided by a licensed registered graduate nurse or licensed practical or vocational nurse. Care can't be provided by a <i>family member</i>.</p>
<b>Medical Imaging</b>	<p>We will pay the amount shown in the schedule of insurance if a <i>covered person</i> receives a medical imaging procedure related to a diagnosed <i>internal cancer</i>. We limit what we pay each <i>benefit year</i> to the number of images shown in the schedule of insurance.</p>
<b>Outpatient and Family Member Lodging</b>	<p>We pay the amount in the schedule of insurance per day for lodging as described below. We limit what we pay for lodging to the number of days shown in the schedule of insurance. ]</p> <p><sup>66</sup> [We pay a daily lodging benefit when a <i>covered person</i> stays in a hotel, motel or other commercial accommodation in conjunction with receiving treatment of <i>internal cancer</i>. Such treatment must be ordered by a <i>doctor</i> and must not be able to be obtained locally. Lodging must occur more than <sup>85</sup>[50] miles from the <i>covered person's</i> home.</p> <p>We pay a daily lodging benefit for one adult <i>family member</i> who stays in a hotel, motel or other commercial accommodation in order to be near the <i>covered person</i> while confined in a <i>hospital</i> for <i>internal cancer</i> treatment. The <i>hospital</i> must be at least <sup>85</sup>[50] miles from the <i>covered person's</i> home.</p> <p>We don't pay for any day that a stay begins more than <sup>86</sup>[24] hours prior to treatment or more than <sup>86</sup>[24] hours after treatment.</p>
<b>Outpatient or Ambulatory Surgical Center</b>	<p>We will pay the amount shown in the schedule of insurance when a <i>covered person</i> uses an outpatient or <i>ambulatory surgical center</i> for a surgical procedure covered under this <i>plan's</i> surgical benefits section. We limit what we pay to <sup>87</sup>[three] days per surgical procedure.</p>
<b>Physical or Speech Therapy</b>	<p>We will pay the amount shown in the schedule of insurance for physical or speech therapy provided to a <i>covered person</i> for restoration of normal body function following treatment of <i>internal cancer</i>. Such therapy must be provided by a licensed or certified physical or speech therapist.</p> <p>We limit what we pay combined for physical and speech therapy to the number of visits per month shown in the schedule of insurance. We limit what we pay for physical and speech therapy combined to the lifetime limit shown in the schedule of insurance.</p>
<b>Prosthetic Devices</b>	<p>We will pay the amount shown in the schedule of insurance for prosthetic devices provided to a <i>covered person</i> as a direct result of treatment of <i>internal cancer</i>. There are separate amounts shown in the schedule of insurance for surgically implanted prosthetic devices and non-surgically implanted prosthetic devices. We limit what we pay for prosthetic devices in a <i>covered person's</i> lifetime to the amounts shown in the schedule of insurance.</p> <p>Surgically implanted prosthetic devices must be the direct result or consequence of the surgical treatment of <i>internal cancer</i>.</p> <p>The prosthetic device coverage does not include coverage for a Breast Transverse Rectus Abdominis Myocutaneous (TRAM) Flap procedure as listed under the Reconstructive Surgery benefit.</p>

**Radiation Therapy or Chemotherapy** We will pay the amounts shown in the schedule of insurance if a *covered person* receives radiation therapy or chemotherapy as *internal cancer* treatment for the purpose of changing or destroying abnormal tissue. Such therapy must be administered by medical personnel in a *hospital, doctor's office or clinic*.

Benefits will be paid only for days on which treatment is performed.

Benefits will not be paid for office visits, laboratory tests, diagnostic x-rays, treatment planning, simulation, treatment devices, dosimetry, radiation physics, teletherapy or other treatments related to radiation therapy or chemotherapy treatments. Hormone therapy and *immunotherapy* is not covered under this provision.

Radiation therapy and chemotherapy treatments must be approved for the treatment of cancer by the United States Food and Drug Administration. ]

<sup>66</sup> **[Reconstructive Surgery]** We will pay the amount shown in the schedule of insurance if a *covered person* has reconstructive surgery performed related to the treatment of *internal cancer*. We pay only for the following procedures: <sup>88</sup>[(a) Breast symmetry (modification of the non-cancerous breast performed within 5 years of reconstructing the cancerous breast); (b) Breast reconstruction; (c) Facial reconstruction; and (d) Breast transverse rectus abdominis myocutaneous (TRAM) flap.]

Also, we will pay <sup>76</sup>[25%] of the reconstructive surgery amounts shown in the schedule of insurance for general anesthesia used during these procedures.

**Reproductive Benefits** We pay the amount shown in the schedule of insurance for a *covered person* to have oocytes extracted and harvested.

Also, once per *covered person*, we will pay the amount shown in the schedule of insurance for the storage of a *covered person's* oocytes or sperm with a licensed reproductive tissue bank or a similarly licensed facility. Any such extraction, harvesting or storage must occur prior to chemotherapy or radiation treatment that has been prescribed for the *covered person's* treatment of *cancer*.

We limit what we pay in a *covered person's* lifetime for covered reproductive benefits to the amount shown in the schedule of insurance.

**Second Surgical Opinion** If a *doctor* has diagnosed a *covered person* with *internal cancer* requiring surgery and a *covered person* obtains a second surgical opinion, we will pay the amount shown in the schedule of insurance. However, the second surgical opinion must be from a different *doctor* than the one who recommended the surgery. We limit what we pay to one benefit per surgical procedure.

**Skin Cancer** We will pay the amount shown in the schedule of insurance if a *doctor* performs any of the following procedures for the purpose of treating diagnosed skin *cancer* in a *covered person*: <sup>8</sup>[(a) biopsy; (b) reconstructive surgery following previous excision of skin *cancer*; (c) excision of skin *cancer* without flap or graft; or (d) excision of skin *cancer* with flap or graft.]

The amount shown in the schedule of insurance includes the amount payable for anesthesia services.

**Surgical Benefits** We pay the amount shown in the schedule of insurance if a *doctor* performs one of the procedures shown in the schedule of insurance for the purpose of treating *internal cancer* diagnosed in a *covered person*. <sup>90</sup>[The schedule of insurance for Surgical Procedures does not apply to surgery for skin *cancer*, which will be covered only under the skin *cancer* section.] <sup>91</sup>[And the schedule of insurance for Surgical Procedures does not apply to reconstructive surgery, which is covered only under the Reconstructive Surgery section.]



If more than one surgical procedure is performed through the same incision, benefits will be paid for only one procedure based upon the highest eligible benefit.

**Transportation/** We pay the amount shown in the schedule of insurance for transportation and companion transportation as follows.

**Companion  
Transportation**

We pay a transportation benefit upon completion of a round trip to transport a *covered person* to a *hospital* or *clinic* for the purpose of *internal cancer* treatment. However the *hospital* or *clinic* must be at least 50 miles from a *covered person's* home. And transportation cannot be by the use of an ambulance or air ambulance.

If commercial travel (coach-class plane, train or bus) is necessary, we will pay for one additional person to accompany a *covered person*.<sup>92</sup>[If treatment is for a covered dependent child, we will pay for up to two adults to accompany the covered dependent child.] ]

**<sup>67</sup>[Pre-Existing  
Conditions**

A pre-existing condition is a *cancer*, whether diagnosed or misdiagnosed, for which in the <sup>68</sup>[6] months before a person becomes covered by this *plan*, he or she: (1) received advice or treatment from a *doctor*; (2) underwent diagnostic procedures; (3) was prescribed or took prescription drugs; or (4) received other medical care or treatment, including consultation with a *doctor*.

This *plan* will not pay benefits for *cancer* that is caused by, or results from, a *pre-existing condition* if the *cancer* occurs during the first <sup>68</sup>[6] months that the person is covered by this *plan*.

The pre-existing condition limitation will not apply to any *covered person* who: (1) was covered on the day before his or her coverage under this *plan* started under the group plan from which he or she ported; and (2) has met the requirements of any pre-existing condition provision of that group plan. If the *covered person* has not met the requirements of any pre-existing condition limitation under that group plan, we will give credit for the time he or she was covered under that group plan to satisfying the pre-existing condition limitation under this *plan*.]

## Exclusions

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This *plan* will not pay benefits for:

- <sup>97</sup>[Services or treatment not included in the Schedule of Insurance.]
- <sup>97</sup>[Services or treatment provided by a *family member*.]
- <sup>69</sup>[Services or treatment rendered outside the United States <sup>98</sup>[or Canada.]]
- <sup>69</sup>[Treatment of any *cancer* diagnosed solely outside of the United States <sup>98</sup>[or Canada.]]
- <sup>97</sup>[Services or treatment provided primarily for cosmetic purposes.]
- <sup>97</sup>[Services or treatment for premalignant conditions.]
- <sup>97</sup>[Services or treatment for conditions with malignant potential.]
- <sup>97</sup>[Services or treatment for non-cancer *sicknesses*.]
- <sup>97</sup>[*Cancer* caused by, contributed to by, or resulting from: (1) participating in a felony, riot or insurrection; (2) intentionally causing a self-inflicted injury; (3) committing or attempting to commit suicide while sane or insane; (4) Your mental or emotional disorder, alcoholism or drug addiction; (5) engaging in any illegal activity; or (6) serving in the armed forces or any auxiliary unit of the armed forces of any country.]
- <sup>97</sup>[*Cancer* arising from war or act of war, even if war is not declared.]

## VARIABLE MEMORANDUM

### Form PC-CAN-12

1. Signature block may vary.
2. This info will be completed on a case-by-case basis.
3. This value may vary. Other possible values are 10, 15, 25 and 30.
4. Table of contents will be completed on a case-by-case basis
5. References in the schedule to benefits that are not included in a particular ported certificate will be removed.
6. The value may vary. Other possible values range from \$50-\$500 in increments of \$25.
7. The value may vary. Other possible values are 4 and 6.
8. This value may vary. Other possible values range from \$25-\$500 in increments of \$25.
9. This value may vary. Other possible values range from 10-50 in increments of 5.
10. This value may vary. Other possible values range from \$50-\$500 in increments of \$25
11. This value may vary. Other possible values are 10%, 20% 30% and 50%
12. This value may vary. Other possible values range from \$25 to \$500 in \$25 increments
13. This value may vary. Other possible values range from \$50 to \$1000 in \$50 increments
14. This value may vary. Other possible values are \$10, \$50, \$75 and \$100
15. This value may vary. Other possible values are 25, 50, 100, 125 and 150
16. This value may vary. Other possible values range from \$25 to \$200 in increments of \$25.
17. This value may vary. Other possible values range from \$500-\$10,000 in increments of \$500.
18. This value may vary. Other possible values range from \$5000 to \$20,000 in increments of \$1000.
19. This value may vary. Other possible values range from \$500 to \$10,000 in increments of \$500.
20. This value may vary. Other possible values are 25%, 75% and 100%.
21. This value may vary. Other possible values range from \$25 to \$200 in increments of \$25.

22. This value may vary. Other possible values range from \$25 to \$250 in increments of \$25.
23. This value may vary. Other possible values range from \$500 to \$5000 in increments of \$25.
24. This value may vary. Other possible values range from \$50 to \$300 in increments of \$25.
25. This value may vary. Other possible values range from 50-150 in increments of 10.
26. This value may vary. Other possible values range from \$200 to \$750 in increments of \$50.
27. This value may vary. Other possible values range from \$25 to \$250 in increments of \$25.
28. This value may vary. Other possible values range from 20 to 75 in increments of 5.
29. This value may vary. Other possible values range from 50 to 250 in increments of 25.
30. This value may vary. Other possible values range from \$100 to \$750 in increments of \$25.
31. This value may vary. Other possible values range from \$250 to \$1500 in increments of \$25.
32. This value may vary. Other possible values range from \$1000 to \$15,000 in increments of \$1000.
33. This value may vary. Other possible values range from \$100 to \$1000 in increments of \$100.
34. This value may vary. Other possible values range from \$1000 to \$5000 in increments of \$250.
35. This value may vary. Other possible values range from \$25 to \$500 in increments of \$25.
36. This value may vary. Other possible values range from 1 to 6.
37. This value may vary. Other possible values range from \$25 to \$300 in increments of \$25.
38. This value may vary. Other possible values range from 30 to 300 in increments of 10.
39. This value may vary. Other possible values range from \$100 to \$750 in increments of \$25.
40. This value may vary. Other possible values range from 1 to 10.
41. This value may vary. Other possible values range from \$100 to \$2000 in increments of \$100.

42. This value may vary. Other possible values range from \$1000 to \$6000 in increments of \$1000.
43. This value may vary. Other possible values range from \$2000 to \$10,000 in increments of \$1000.
44. This value may vary. Other possible values range from \$100 to \$500 in increments of \$25.
45. This value may vary. Other possible values range from \$200 to \$1,000 in increments of \$50.
46. This value may vary. Other possible values range from \$2000 to \$20,000 in increments of \$500.
47. This value may vary. Other possible values range from \$100 to \$1,500 in increments of \$100.
48. This value may vary. Other possible values range from \$75 to \$750 in increments of \$25.
49. This value may vary. Other possible values range from \$1000 to \$5,000 in increments of \$500.
50. This value may vary. Other possible values range from \$100 to \$1,000 in increments of \$100.
51. This value may vary. Other possible values range from \$750 to \$3,000 in increments of \$50.
52. This value may vary. Other possible values range from \$100 to \$1,000 in increments of \$50.
53. This value may vary. Other possible values range from \$500 to \$5,000 in increments of \$100.
54. This value may vary. Other possible values range from \$100 to \$500 in increments of \$50.
55. This value may vary. Other possible values range from \$50 to \$1,000 in increments of \$50.
56. We reserve the right to add or delete surgical procedures on a case by case basis. Also, the dollar amounts may vary, limited to plus/minus 50%
57. This value may vary. Other possible values range from \$.20 to \$2.00 in increments of \$.10.
58. This value may vary. Other possible values range from 250 to 3,000 in increments of 50.
59. This value may vary. Other possible values range from 1 to 24.
60. This text will be removed for certificates ported from cases with issue-age rates.
61. This value may vary. Other possible values range from 30-90.

62. This text will be removed for certificate that do not contain coverage of dependents.
63. This name may vary.
64. Definitions that are not referenced in the certificate may be deleted. Definitions will appear in accordance with the same plan definitions that appear in the plan from which the individual is porting.
65. This reflects our standard text and may vary according to plan.
66. Benefits will appear in accordance with the same plan benefits that appear in the plan from which the individual is porting. Durations and amounts, etc will appear according to the same items that appear in the plan from which the individual is porting.
67. This text will be deleted if a pre-existing condition limitation is not included.
68. This item may vary. The range of the value for this item is from 3 through 12.
69. This text will be deleted on plans where services outside the United States are included.
70. This text will be deleted if an age restriction does not apply.
71. This item may vary. The range of the value for this item is from 60 through 80.
72. This text may vary on a case by case basis to include a different 12 month period.
73. This item may vary. The range of the values for this item is from 15 through 60.
74. This item may vary. The range of the values for this item is from 3 through 12.
75. This item may vary. The range of the value for this item is from 1 through 8.
76. This item may vary. The range of values for this item is from 10% through 50% in increments of 5%.
77. This item may vary. The range of the value for this item is from 6 through 24.
78. We reserve the right to add or remove tests to this list.
79. This item may vary. The range of the value for this item is from 15 through 60.

80. This text will be deleted if the plan does not include hospice coverage.
81. This item may vary. The range of values for this item is from 3 through 14 in increments of 1.
82. This item may vary. The range of the value for this item is from 3 through 15.
83. This text will vary so that if the plan does not include coverage for such items, references to that item will be deleted.
84. This item may vary. The range of the value for this item is from 6 through 12.
85. This item may vary. The range of the value for this item is from 25 through 100.
86. This item may vary. The range of the value for this item is from 12 through 48.
87. This item may vary. The range of the value for this item is from 2 through 6.
88. We reserve the right to add other reconstructive surgeries to this list.
89. We reserve the right to add to or delete from the list of skin cancer treatments.
90. This text will be deleted on plans that do not include skin cancer benefits.
91. This text will be deleted on plans that do not include reconstructive surgery benefits.
92. This text will be deleted if the plan does not provide coverage for dependents.
93. This text will be deleted if the plan does not include hospice coverage.
94. The text may vary with respect to age limits and requirements placed on dependent children.
95. This text may be deleted if a domestic partner is not covered.
96. This text may be deleted if a child of a domestic partner is not covered.
97. This text will be deleted if the exclusion does not apply.



98. This text will be deleted if the exclusion does not apply to treatment in Canada.
99. This text will be deleted on plans that do not include a benefit waiting period.
100. This text may be removed for plans which cover services performed after termination.
101. This text may be deleted if the requirement that services be received within a specified period of time after insurance ends does not apply.
102. This item may vary. The range of values for this item is from 30 through 180.

## Form PC-A-CAN-IDB-12

1. This name and title of the Officer may change.
2. This text may vary. The range of values for this item is from \$1,000 to \$25,000 in increments of \$500.
3. This text will be deleted if a Benefit Waiting Period is not included.
4. This text may vary to read "45", "60", "75" or "90".
5. This text may be deleted if the plan does not include an Auto-Increase feature.
6. This item may vary to read "5%","15%","20%" or "25%".
7. This item may vary. The range of the value for this item is from 3 through 10.
8. The name and title of the Guardian officer may change. The Company address may change.
9. This text will be deleted if the plan does not provide coverage for dependents.

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## CERTIFICATE AMENDMENT

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(To be attached to certificates issued to employees)

The certificate is amended to add the following:

### Initial Diagnosis Benefit

We pay a one-time benefit when *you* are diagnosed for the first time as having *internal cancer*, other than carcinomas in-situ. The first *diagnosis* must occur while *you* are covered by this *plan*.

The benefit is <sup>2</sup>[\$5,000] for *you* <sup>9</sup>[, <sup>2</sup>[\$5,000] for *your* spouse and <sup>2</sup>[\$5,000 ] for *your* child]. We pay this benefit once per *covered person* in a *covered person's* lifetime.

We don't pay this benefit for a *diagnosis* of skin cancer.

We don't pay the benefit if the *diagnosis* occurred prior to the *covered person's* effective date under this *plan*.

We don't pay this benefit for a recurrence, extension or metastatic spread of an *internal cancer* that was *diagnosed*: (a) prior to a *covered person's* effective date under this *plan* <sup>3</sup>[; or (b) during this *plan's* *benefit waiting period*. ]

We don't pay this benefit if the diagnosis was made solely outside of the United States or Canada.

<sup>3</sup>[**Benefit Waiting Period:** This plan has a *benefit waiting period*. It is <sup>4</sup>[30] days. This period starts on the date a *covered person* is first covered by this *plan*. We do not pay an initial *diagnosis* benefit for *cancer* that is *diagnosed* during the *benefit waiting period*.

If this *plan* replaces a similar plan the <sup>11</sup>[*employer*] had with some other insurer, the *benefit waiting period* under this *plan* will be waived if for any *covered person* who was covered under the <sup>11</sup>[*employer's*] old plan on the day before this *plan* starts and is covered by this *plan* on the day it starts.

<sup>5</sup>[**Initial Diagnosis Auto-Increase Benefit:** We will increase a *covered person's* Initial Diagnosis Benefit each year on the anniversary of the *covered person's* effective date, by <sup>6</sup>[10%].

Such increases will stop after a *covered person's* benefit has increased <sup>7</sup>[five] times. ]

As used in this rider, *benefit waiting period* means the period of time a *covered person* must be covered under this *plan* before we pay an Initial Diagnosis Benefit.

As used in this rider, carcinomas in-situ means *cancer* that is confined to the site of origin, without having invaded neighboring tissue.

This rider is part of this certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

**The Guardian** Life Insurance Company of America

<sup>1</sup>[

**SPECIMEN**  


Vice President, Risk Management & Chief Actuary, Group Insurance]

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## GROUP CONVERSION AND PORTABILITY TRUST INSURANCE POLICY

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### A Group Insurance Policy Providing On A Contributory Basis, The Benefits Specified In The Certificate of Coverage Applicable To Each Insured Hereunder

The Guardian Life Insurance Company of America (herein called "we," "us," "our," or "The Guardian"), in consideration of the Policyholder's application and executed Trustee Agreement, and of the payment of premiums as stated herein, agrees to pay benefits to persons entitled to insurance provided by this Group Conversion and Portability Trust Insurance Policy (herein called the Group Policy), subject to all of its terms and conditions.

**Policyholder:** <sup>1</sup>[ Trustees of The Guardian Group Conversion and Portability Trust

**Group Policy:** G - 12345

Delivered in the state of Rhode Island

**Policy Effective Date:** January 1, 1999

**Policy Anniversary:** With respect to individual insureds, the date specified in each certificate.

**Home Office** 7 Hanover Square  
New York, New York 10004 ]

This Group Policy takes effect on the Policy Effective Date specified above. In witness of this we cause this Group Policy to be executed as of its date of issue which is <sup>1</sup>[ January 1, 1999 ].

<sup>1</sup>[

The Guardian Life Insurance Company of America

**SPECIMEN**  


Vice President, Group Products ]

**Dividends Apportioned Annually**

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# Definitions

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As used in this Group Policy, the following terms have the following meanings. Except for the terms “we”, “us” and “our”, when each defined term is used, it appears with the first letter of each word in capital letters. When each defined term is used, it appears with the first letter of each word in capital letters.

<b>Certificate of Coverage</b>	The certificate of coverage issued to a person who is insured.
<b>Certificate Holder</b>	The named insured of each Certificate of Coverage.
<b>Group Policy</b>	This group conversion and portability trust insurance policy
<b>Trustee</b>	The <sup>2</sup> [ Citizens Bank ], or its successor, appointed under a Trustee Agreement which is approved and signed by us.
<b>We, Us, Our</b>	The Guardian Life Insurance Company of America, herein called The Guardian.

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## GENERAL PROVISIONS

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### Premiums

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**Initial Premiums:** The Guardian has set the initial premium rates to be paid by each Certificate Holder. These rates are shown in the premium notice which was given to each Certificate Holder either prior to, or with the Certificate of Coverage.

**Change In Premium:** We may set new premium rates which will become effective at any time. We will give each Certificate Holder <sup>3</sup>[ 31 days ] advance written notice of the change.

**Premium Payment:** Each Certificate Holder's first premium payment must be submitted with his or her application for coverage. Subsequent premium payments are due as specified in the premium notice which is given to each Certificate Holder.

**Grace Period:** Each Certificate Holder will be allowed a <sup>3</sup>[ 31 day ] grace period for premium payment except the first. During this grace period, coverage will remain in force. If the owed premium is not paid by the end of the grace period, the Certificate Holder's coverage will end as of the day the premium first became due.

### Term of Policy and Certificates of Coverage – Renewal Privilege

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**Renewal of Certificates of Coverage:** The terms of a Certificate Holder's coverage are described in his or her Certificate of Coverage.

**Cancellation of Policy:** We have the right to cancel this Group Policy at any time, by providing the Policyholder with at least <sup>3</sup>[ 31 days ] advance written notice. Each Certificate Holder's coverage ends when the Group Policy ends. Termination of the Group Policy will not prejudice any claims incurred by an insured person prior to the date the Group Policy ends.

## Other General Provisions

**The Contract – Changes:** The entire contract between the parties consists of the Group Policy, including any amendments to the Group Policy, the applications of people insured under the Group Policy, the application of the trustee for insurance, and each Certificate of Coverage issued under the Group Policy.

We can amend the Group Policy at any time by notifying the Policyholder. We will give the Policyholder at least <sup>3</sup>[ 31 days ] advance written notice of the change.

No agent has the authority to change the Group Policy, or to waive any of its terms or conditions.

**Certificates:** We will give each Certificate Holder a Certificate of Coverage. The certificate will control: (a) benefit amounts, limits and other scheduled information; (b) benefit plan provisions; (c) eligibility, effective date and termination rules; (d) exclusions and limitations; (e) premium payment and grace period provisions; and (f) other provisions pertaining to coverage, including state insurance law requirements.

**Clerical Error – Misstatements:** A clerical error in keeping records pertaining to the Group Policy, or delays in making entries on those records, will not invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. This is true regardless of whether the error was made by the Policyholder, an insured, or us. But upon discovery of such an error or delay, we have the right to make an equitable adjustment of premium.

If an insured person misstates any information, and because of this, premiums are affected, we have the right to make an equitable adjustment of premium. If the misstatement affects the existence or the amount of insurance, we will use the true facts in determining whether insurance is in force under the terms of this Group Policy and in what amount.

**Statements:** No statement will avoid the insurance or be used in defense of a claim under this Group Policy unless: (a) in the case of the Certificate Holder's former employer, from whose group plan the Certificate Holder has ported or converted, it is contained in a writing signed by him or her; and (b) in the case of a Certificate Holder, it is contained in a written request or application signed by the Certificate Holder, a copy of which has been furnished to him or her.

All statements shall be deemed representations and not warranties.

**Suspension During Military Service:** If an insured goes on active duty in the military service of any country or international authority, his or her coverage will be suspended on the date his or her active duty starts. But this provision doesn't apply to temporary active duty by reservists for military training that lasts <sup>3</sup>[ 30 days ] or less. We will refund that part of any premium paid for the period of such suspension.

If the insured's active duty lasts no longer than <sup>3</sup>[ five years ], he or she may place his or her coverage back in force, without providing proof that he or she is insurable, as of the date his or her active duty ends.

## **Other General Provisions (Cont.)**

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**Conformity With State Statutes:** This Group Policy is governed by the laws of the state of Rhode Island. However, with respect to each Certificate Holder, any terms in his or her Certificate of Coverage which are in conflict with any insurance statute of the state where he or she lives on his or her effective date, are hereby amended to conform to the minimum requirements of such statute.

**Incontestability:** Except for non-payment of premium, the Group Policy cannot be contested after it, or any rider or amendment subsequently added to it, has been in force for a period of <sup>3</sup>[ two years ].

**Time Periods:** All periods affecting the coverage under a Certificate of Coverage begin and end at 12:01 A.M., standard time, at each Certificate Holder's address of record.

**Participation:** This Group Policy is entitled to participate in the divisible surplus of The Guardian. Dividends may be paid in such manner, under such conditions and to such extent as our Board of Directors may from time to time determine.

Specimen



**Incorporated Certificates:** The following certificates are hereby added to and made part of the Group Policy:

<sup>4</sup>**[ PC-LIFE-95-1 et al (Portable Life Certificate of Coverage) ]**

**PC-CAN-12 et al (Portable Cancer Coverage Certificate of Coverage) ]**

Specimen